ICSI

THE INSTITUTE OF
Company Secretaries of India
भारतीय कम्पनी सचिव संस्थान

IN PURSUIT OF PROFESSIONAL EXCELLENCE
Statutory body under an Act of Parliament
(Under the jurisdiction of Ministry of Corporate Affairs)

ICSI HQ: ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003ICSI NOIDA OFFICE: ICSI House, C-36, SECTOR-62, NOIDA-201309 (UP)

Tender No.: ICSI/IT/Firewall UTM/2026/124   **February 03, 2026**

Sub: Tender for Supply, Installation & Commissioning of Firewall Appliance (Hardware and Software) under buy-back scheme of two old firewalls (make: SOPHOS Model: XG210 SL. No. C231018YBWYHME3 and C23101M9VQYKJD7).

	Important Date & Information	
1	Tender Publish Date	**February 03, 2026**
2	Cost of Tender	Rs.236/- (Rs.200/- + Rs.36/- for 18% GST) (Rupees Two Hundred Thirty Six Only)
3	Earnest Money Deposit	Rs. 50,000/- (Rupees Fifty Thousand only)
4	Pre-Bid Meeting	Pre-Bid Meeting **February 13**, 2026 at 2:00 PM or any other date andtime as notified later. The Institute of Company Secretaries of India, 5th Floor, ICSI House, C – 36, Sector – 62, Noida – 201309or any other location as notified later
5	Last date and time for Sending Pre-Bidqueries in writing	All queries must be sent at email ID, _ Hrisikesh.kumar@icsi.edu by 2:00 PM till **February 9, 2026**
6	Replies of Pre-Bid queries	If any, will be uploaded on the following website/portal by **February 13, 2026** by 5:00 PM on website of the Institute (www.icsi.edu)
7	Last Date and Time for Submission of Bids	**February 25, 2026** by 2:00 PM
8	Address for submission of Bids	The Institute of Company Secretaries of India,ICSI House, C – 36, (Ground Floor Reception: Tender Box of Dte. ofPurchase) Sector – 62, Noida – 201309.
9	Bid Validity	270 days from the date of submission of bids
10	Date, time & venue of opening of TechnicalBids.	**February 25, 2026**, at 3:00 PM or any other date and time as notified later. The Institute of Company Secretaries of India, 5th Floor, ICSI House, C – 36, Sector – 62, Noida – 201309or any other location as notified later.
11	Date and time of opening of commercial bids.	To be intimated at a later stage, only to technically qualified bidders.
12	Contact details	**Shri Praveen Kumar V, Joint Director, Directorateof IT**, ICSI. Tel. No.:0120-4522066; Email Id: praveen.kumar@icsi.edu
13	Institute Website	www.icsi.edu

Statement of Disclaimer

The information contained in this tender Document or subsequently provided to Bidder(s) whether verbally or in documentary form by or on behalf of Institute of Company Secretaries of India (hereinafter "ICSI" / "Institute") or by any of their employees or advisors, shall be subject to the terms and conditions set out inthis tender Document and all other terms and conditions subject to which such information is provided. Thepurpose of this tender document is to provide the Bidder(s) with information to assist the formulation of their proposals. This tender Document does not purport to contain all the information each Bidder may require. This tender document may not be appropriate for all persons, and it is not possible for the ICSI, their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this tender document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender document and where necessary obtain independent advice from appropriate sources. ICSI, its employees and advisors make no representation or warranty and shall incur no liability under any law, statue, rules orregulations as to the accuracy, reliability or completeness of the tender document. ICSI may in their absolutediscretion, but without being under any obligation to do so, update, amend or supplement the information in this tender Document.

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Tender Document

A. About ICSI:

The Institute of Company Secretaries of India (ICSI) is a statutory body constituted under an Act of Parliament i.e. the Company Secretaries Act, 1980 (herein after referred as ICSI / Institute). ICSI is functioning under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India and having its head office at 22, Institutional Area, Lodi Road, New Delhi-110003. The Institute hastwo other offices at ICSI-House, C-36 & C-37, Sector – 62, Noida. ICSI is the only recognized professionalbody in India to develop and regulate the profession of Company Secretaries in India.

Sealed tenders are invited from reputed firms for **"Tender for Supply, Installation & Commissioning of Firewall Appliance (Hardware and Software) under buy-back scheme of two old firewalls (make: SOPHOS Model: XG210 SL. No. C231018YBWYHME3 and C23101M9VQYKJD7)."**. as per the details given in Part 'A', 'B' & 'C' of the Tender Document. The terms and conditions governing the instant Tender are as under:

B. DEFINITIONS

(i) The "ICSI" means THE INSTITUTE OF COMPANY SECRETARIES OF INDIA, New Delhi.

(ii) The "Contract" means Agreement entered in between the ICSI and Vendor for **"Supply, Installation & Commissioning of Firewall Appliance (Hardware and Software) under buy-back scheme of two old firewalls (make: SOPHOS Model: XG210 SL. No. C231018YBWYHME3 and C23101M9VQYKJD7)"** at ICSI, through this tender.

(iii) "Bidder" or "Tenderer" means the bidder/firm/Service Provider that is engaged in the business of **"Supply, Installation & Commissioning of Firewall Appliance (Hardware and Software) under buy-back scheme of two old firewalls (make: SOPHOS Model: XG210 SL. No. C231018YBWYHME3 and C23101M9VQYKJD7)"** and applies in response to this notice inviting tender.

(iv) "Vendor" means the successful bidder who is engaged by ICSI for **"Supply, Installation & Commissioning of Firewall Appliance (Hardware and Software) under buy-back scheme of two old firewalls (make: SOPHOS Model: XG210 SL. No. C231018YBWYHME3 and C23101M9VQYKJD7)"**. through this tender process by entering into the contract with the ICSI.

(v) "Party" means ICSI or Vendor individually and "Parties" shall mean ICSI and Vendor collectively.

(vi) "Work Order" means the order placed by the ICSI to the vendor signed by the authorized officer of ICSI including all attachments and appendices thereto and all documents incorporated by reference therein. The work order along with the Letter of Intent, if any, tender documents and the agreement constitutes the contract.

PART 'A'

I. Instruction to Bidders

The tender document can be downloaded from **February 03, 2026 to February 25, 2026** (till 01:00 PM) from the website of the Institute (www.icsi.edu) for which Bidder would be required to enclose a demand draft of **Rs. 236 /- (Inclusive of 18% GST) (Rupees Two Hundred Thirty Six Only)** (non-refundable)from any of the scheduled bank drawn in favour of "THE INSTITUTE OF COMPANY SECRETARIESOF INDIA" payable at New Delhi. The bidder can also make online payment of **Rs. 236/- (Rs. 200/- + Rs. 36/- for 18% GST) (Rupees Two Hundred Thirty Six Only)** by using following online link: "https://apps.icsi.edu/TenderApp/" and enclose the receipt of online payment generated by the system towards the cost of the tender document with the bid. The bidder who fails to submit the cost of the tender document with the bid, their bid shall not be considered for evaluation and no further communication shall be entertained in this regard. If any discrepancies found in the downloaded version of the tender document, the latest version of the tender document published by the ICSI through website notification at **Institute's website: www.icsi.edu** will be treated as authentic and correct.

Note: The bidders having valid registration with NSIC/MSME may avail exemption from submission of Tender Fee but must enclose valid NSIC / MSME certificate/document in envelope No. 1 instead of Tender Fee demand draft or receipt).

(1) Earnest Money Deposit (EMD)

(i)   Every bidder has to make a deposit of Earnest Money (EMD) of **Rs. 50,000/- (Rupees Fifty Thousand only)** in the form of Demand Draft from any of the nationalised bank drawn in favour of "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi. The bidder can also make online payment of the EMD using following online link: "https://apps.icsi.edu/TenderApp/" and enclose the receipt of online payment generated by the system with the bid.

(ii)   Tenders received without the prescribed Earnest Money Deposit (EMD) shall not be entertained and shall be rejected summarily.

(iii) The EMD of the successful bidder can either be converted as part of the performance security on request of the bidder or will be refunded after receipt of Performance Guarantee/Security. In case the selected bidder/vendor opts to convert the EMD to be part of the performance security, balance amount towards the performance security is to be submitted by the selected bidder / vendor with the ICSI in the form of bank guarantee from nationalised bank immediately within seven (07) days of issue of work order but before execution of the agreement. The EMD of the unsuccessful bidders will be refunded without any interest/Bank commission/collection charges within 30 days after awarding the contract / work order to the successful bidder. The balance of the performance security amount can also be submitted through demand draft issued from any of the nationalised bank drawn in favour of "THE INSTITUTE OF COMPANY SECRETARIESOF INDIA" payable at New Delhi.

(Note: The bidders having valid registration with NSIC/MSME may avail exemption from submission of EMD but must enclose valid NSIC / MSME certificate/document in envelope No. 1 instead of EMD demand draft).

(2) Forfeiture of EMD:

The EMD of the bidders shall be forfeited in the following circumstances:

i.   the bidder withdraws its bid;

ii.   the selected bidder does not accept or delay in accepting the Purchase / Work Order;

iii.   the selected bidder fails to supply goods / services as per the terms of the Tender and Purchase / Work Order.

iv.   The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.

(3) The sealed tenders are to be submitted in prescribed format on the bidder's business letter head duly stamped, signed and dated on each page of Part 'A' & 'B' and 'C' as a token of the bidder's unconditional acceptance to the terms prescribed by the Institute. Details/supporting documents wherever applicable, if attached with the tender must be duly authenticated by the bidder. No over-writing shall be accepted unless authenticated with full signature of the bidder. ICSI shall reserve its discretion to decide on authenticity/ validity of the over-writing without prejudice to its any other right. **Each page of the Tender document with all annexures (including blank price bid format) must be signed, stamped and submitted with the Tender by the bidder.**

(4) **Bid Submission**: Each bidder shall submit the tender in three separate sealed envelopes, (i) EMD & Tender Fee is to be put in **envelope No. 1** (please mark the envelope as **"No.1 – EMD & Tender Fee**), (ii) Part 'A' & 'B' including Form I (**Annexure A**), Form II(a) & II(b) (**Annexure B1 & B2 & T**), Form III(**Annexure C**) and other Annexures related to Technical bids along with all requisite documents is to be put in **envelope No. 2** (please mark the envelope as "**No. 2 – Technical Bid**"), (iii) Part 'C' (**Annexure D**) only is to be put in **Envelope No. 3** (Please mark the Envelope as <u>**"No.3 – Financial Bid"**). **All the sealed envelopes bearing No. 1, 2 and 3 are to be put in the main envelope *i.e.* Envelope No. 4.**</u>

(5) The bidders must mention the price details in the prescribed format of price bid which is to be put in the sealed envelope as instructed at Sr. No. 4 above. **The bidders should ensure that price details are not mentioned anywhere, except in the prescribed price bid format**. In case, during the evaluation it is found that the bidder has mentioned the price details anywhere, other than the prescribed price bid; the bid submitted by such bidder shall be out rightly rejected.

(6) The sealed tender envelope duly super scribed, **"Tender for Supply, Installation & Commissioning of Firewall Appliance (Hardware and Software) under buy-back scheme of two old firewalls (make: SOPHOS Model: XG210 SL. No. C231018YBWYHME3 and C23101M9VQYKJD7)". due on February 25, 2026"** must be addressed to **Secretary**, ICSI and be sent at the Institute's address given below either by registered post/speed post/courier or by dropping in the tender box placed at Ground floor of Institute's Noida office address as mentioned below & should reach on or before **2.00 PM on February 25, 2026**.

Address:
The Secretary
The Institute of Company Secretaries of India
ICSI House, C-36, <u>**(Ground Floor: Tender Box of Dte. of Purchase)**</u>
Sector-62
Noida – 201309 (UP)

The Institute shall not be liable for any transit delays whatsoever and tenders received after the stipulated time/date are liable to be rejected summarily without assigning any reason and without any further reference to the Bidder.

(7) The **Technical Bid shall be opened on February 25, 2026 at 3:00 PM** in the Institute of Company Secretaries of India at ICSI House, C-36, Sector-62 Noida 201309 or any other date, time or place as notified later in the presence of those bidder(s), who wish to be present. Due to any exigency, ICSI may decide to open the bids on electronic mode. Mode, Date & time of opening of bids will be informed through the e-mail id those who requests for the same and also be notified on the on ICSI's website (www.icsi.edu). No separate communication will be sent in this regard through any other mode of communication. **In the event of due date being a closed holiday or declared Holiday for ICSI-HQ / Central Government offices, or any other exigency, the due date and time for opening of the bids can be changed on the sole discretion of ICSI, which will be notified only at the ICSI website (tender page).**

(8) The GST has rolled out with effect from 01.07.2017. Bidders who have not migrated to and are not registered with GST will not be eligible to participate in any tender of the Institute. Any offer received from the bidder without

GST registration details will be summarily rejected.

(9) ICSI prefers to deal with OEM. However, if for any reason OEM is not able/allowed to participate in the tender, the bid can be submitted through its authorized channel partners/authorized Resellers. If the bidder is an authorized channel partner/reseller, then it must submit an authorization certificate from the OEM along with the technical bid. If the bidder is an authorized channel partner or reseller, the bidders must provide a certificate from the OEM. This certificate is to be submitted by the bidder with the technical bid.

(10) Licensed Operating Software:
The vendor will ensure the Firewall/UTM related Hardware systems supplied and installed must have licensed operating system (as mentioned in the technical specifications) with original product key/ certificate. It must not be copied from any source and/or not a pirated version of any nature.

(11) ICSI shall have the right to assess the competencies and capabilities of the bidder by going through the credentials given in the Technical Bid and on the basis of such credentials, ICSI may reject the candidature of the bidder without assigning any reason. In such case(s) the Financial Bid shall not beopened for that particular bidder. The Financial Bid of only those bidders who qualify in the technical scrutiny shall be opened and time and date for opening the Financial Bid shall be communicated separately.

(12) ICSI may call for any additional documents from the participating bidders during the technical evaluation process to establish their eligibility. ICSI may also call for further technical clarification on the proposals submitted by the bidders.

(13) The Bidders have to submit the **make and model name of the Firewall/UTM hardware** devices for which they have submitted the bid with comparative of specifications as mentioned on the tender in hard copy as well as in soft copy on a pen-drive.

(14) The Institute at its discretion may call the bidders to discuss the technical specifications, make and model and the effectiveness of the product proposed to be supplied by them in commensuration with the Institute's requirements.

(15) ICSI reserves the right to negotiate the rate with the bidder and also may call for revised financial proposal as per modalities as approved by the Competent Authority of ICSI.

(16) ICSI reserves the right to accept the bid in whole or in part without assigning any reason and such decision shall be final. The part acceptance of the bid shall not violate the terms and conditions of the tender documents and the bidder shall execute the work at the specified rates without any extra charges or compensation within the stipulated period.

(17) Incomplete bids shall be rejected out rightly. No alterations, amendments or modifications shall be made by the Bidder in the Tender documents and if any such alterations are made or any special conditions attached, the bid shall be liable to be rejected at the discretion of the ICSI without referenceto the bidder. Tampering with any format given may be liable for rejection / disqualification of the bids. Correction and overwriting anywhere in the tender document should be avoided. Every correction and overwriting must be authenticated with full signature of the bidder, otherwise the tender is liable to be rejected. Decision of ICSI on such corrections, overwriting, authentications shall be finaland binding on the concerned bidder. Please note that all the information as desired needs to be provided. Incomplete information may lead to rejection of Bid.

(18) Each Bidder acknowledges and accepts that ICSI may in its absolute discretion apply selection criteria specified in the tender document for evaluation of proposals for short listing / selecting the eligible vendor(s). All bidders responding to ICSI for this tender will be deemed to have accepted the termsof this tender document. Non

acceptance of any of the terms & conditions as stated in the Tender documentand non-submission of the stipulated Earnest Money Deposit (EMD) shall render the Bid invalid.

(19) Bids submitted by forming any consortium or joint venture are not allowed. Any such bid received submitted by such bidders will be rejected outrightly and without any notice to the bidders. A single bidder can submit only one bid; any deviation, e.g. multiple bids by any bidder or bids submitted by forming a cartel will also be rejected. If at any stage of the bidding process, it is found that bids are submitted by different bidders having common Directors/promoters, such bids will be rejected.

(20) Sub-contracts:

The BIDDER shall notify the ICSI in writing of all subcontracts awarded under the Agreement. Such notification shall not relieve the BIDDER from any liability or obligation under the Agreement. The BIDDER shall fully indemnify ICSI for any claims/ damages whatsoever arising out of the Sub-contracts.

(21) The Bidder who was awarded any contract in the past by the Institute but terminated during the contract period due to unsatisfactory performance will not be eligible /considered to participate in this tender. Also, a bidder who was awarded any contract earlier but refused to continue the contract/refused to sign the agreement as given by the Institute will not be eligible to participate in this tender.

(22) The acceptance of TENDER shall rest with the ICSI. ICSI does not bind itself to accept the lowest bidder and reserves itself the right to reject any or all the bids received without assigning any reason(s) whatsoever and any notice to Bidder. Non acceptance of any bid shall not make ICSI liable for compensation or damages of any kind. ICSI further reserves the right to accept a bid other than the lowest or to annul the entire bidding process with or without notice or reasons. Such decisionsby ICSI shall be final and bear no liability whatsoever consequent upon such decisions.

(23) The ICSI may at any time during the bidding process before and/or after opening the technical bid and/or financial bid, request the Bidders to submit revised Technical Bids and/or Financial Bids and/orSupplementary Bids, in case of change in Scope of Work, without thereby incurring any liability to the affected Bidder or Bidders.

(24) In order to afford prospective Bidders a reasonable time to take the amendment into account in preparing their bids, ICSI, at its discretion, may extend the deadline for the submission of bids suitably which will be notified on the website of the Institute.

(25) The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.

(26) The bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged between the Bidder and the ICSI shall be in English.

(27) In the interest of the Institute, ICSI at its discretion may include or exclude any bidder who has served/worked for the ICSI by executing any similar contract through tender in recent past. Such inclusion or exclusion of bidder shall be decided during technical evaluation of the bids of this tender process.

(28) All costs and expenses incurred by Bidders in any way associated with the development, preparation,and submission of bid / responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by ICSI to facilitate the evaluation process, and in all such activities related to the bid process, will be borne entirely and exclusively by the bidder.

(29) Any Corrigendum, Clarifications etc. shall be binding on the Bidders and shall be given due consideration by them while they submit their bids.

(30) In case of any work for which there is no specification given in the Tender document but the same is essential for the job / work mentioned in Tender document, such work shall be carried out in accordance with the directions of the ICSI without any extra cost to the Institute.

(31) The Institute reserves the right to accept or reject any or all the tenders including the lowest tender(s) without assigning any reason or to cancel the whole tender process at any stage without assigning any reason, whatsoever at its sole discretion prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the ICSI's action. The decision of the Institute will be final and binding on all concerned.

(32) This invitation for tender does not commit ICSI to award a contract / order. Further, no reimbursable cost may be incurred in anticipation of award of contract / order.

(33) No binding legal relationship will exist between any of the Bidders and ICSI until the issue of the Purchase Order.

(34) Bidder should have all necessary patents, license rights, authority and other proprietary rights required in respect of any device or method used by it for completing the Purchase Order. Bidder shall indemnify and hold ICSI harmless from and against any liability, penalty, cost or expense suffered or incurred as a result of Bidder failing to comply with this obligation.

(35) Bid Validity: Price quoted must be valid for at least 270 days from the date of opening of bid. The price quoted must be valid for at least 270 days from the date of opening of technical bid. However, the prices finalized after opening the tenders shall not increase throughout the period of Contract. ICSI reserves its discretion to extend the validity of the Tender with the mutual consent of the concerned bidder.

(36) Eligibility Criteria Details: Bidders who fulfil the eligibility criteria mentioned in Annexure-B2 (Form II(b)) will only be considered for evaluation of their bids.

(37) Data Sheet Mapping:

It should be submitted as a separate document with all the datasheets. Without this the Bids will be summarily rejected. Bidders should also provide mapping of the datasheets in the following ways:

Name of the Product			
Make & Model	Specification as per TENDER	Reference in Data sheet as	Remark if any.

(38) Bid Evaluation: The technical bids will be evaluated based on the bid eligibility criteria and those who qualify in the technical evaluation process shall be declared as eligible bidder for financial bid. ICSI also reserves its right to evaluate bidders based on their past performance as certified by their clients, which can be ascertained by ICSI by contacting their past/current clients. On evaluation of financial bids of the technically qualified bidders, the lowest bidder will be treated as successful bidder. Any bidder who puts any condition in the financial bid will be disqualified from the bidding process without any further reference to the bidder. The financial bid submitted in unsealed cover along with technical bid in violation of bid submission process will also attract disqualification of the bidder from the bidding process. Indication of price anywhere in the technical bid also will

disqualify the bidder. In both the cases the EMD amount will be forfeited.

II. Scope of Work:

1. Supply, Installation, testing & Commissioning of Two (02) new firewalls which are to be implemented in active - active failover mode. The implementation in all aspects would include installation, configuration, data migration, implementation of policies etc. with 24xx365 support for a period of Five (5) Years.

2. The bidder should study the existing setup, device, platform and the configurations etc. in detail and then quote the model of the firewall such that it is compatible with the existing set up. The vendor would be responsible for integration of these new firewalls to be implemented at Server room located in ICSI Lodi Road office with the devices like servers, switches, routers, storage etc. of the Server Room and also with the existing firewalls at ICSI Noida Data Center, in coordination with the existing firewall vendor.

3. The successful bidder/tenderer will sign a Service Level Agreement (SLA) with the ICSI on the comprehensive onsite maintenance of the Firewall Appliance (Hardware and Software) for a period of Five (5) years from the date of the acceptance of the same on the basis of the terms of tender and work order. Standard terms and conditions of Service Level Agreement are at **Annexure S**.

4. The bidder will have the responsibility for all kinds of maintenance/replacement and support of equipment, software etc. specified in this tender for a period of Five (5) years.

5. The minimum technical specifications of Firewall/UTM devices are mentioned in this tender. Bidder can offer higher specification products.

6. The selected Bidder must upgrade the equipment's firmware / software / Patches regularly. The same may be carried out automatically through the connectivity being provided as a part of the service without any extra cost to the ICSI.

7. The L2 Support will be from the Bidder side and should have knowledge of the services and technical support to resolve the issues in a timely manner. The service provider will be completely responsible for SLA & Contract compliance and ensure smooth services without any discrepancy during the contract.

8. Support and Maintenance of contract:

a. On-site, comprehensive and BACK-TO-BACK from OEM for a period of Five (5) years. The Service Provider will have to provide a back-to-back warranty certificate.
b. Advanced replacement of hardware.
c. Software updates and upgrades at no cost to the ICSI.
d. L3 support from OEM/ Service Provider Support Team.
e. On-site support from Service Provider for day-to-day operational issues as and when arises.
f. Periodic preventive maintenance/Physical Verification of hardware, once in quarter.

9. Supply:

i.The Successful Bidder to design, develop/configure and implement the entire solution.

ii.The successful Bidder shall supply Firewall/UTM Devices on CAPEX as per specifications mentioned in the tender. Detailed Technical Specifications are enclosed as **Annexure-T**.

iii.Further, the successful Bidder must not bid/supply any equipment that is likely to be declared end of support within the contract period of 5 years. The successful Bidder shall submit an undertaking from OEM in this regard stating that supplied Firewall/UTM hardware shall have 5 years warranty from the date of supply.

iv.The successful Bidder shall be responsible for end-to-end implementation of the Hardware & connectivity.

v.The successful Bidder shall supply all the installation material/accessories/ consumables necessary for the installation of the Firewall/UTM devices.

10. Installation, testing, commissioning & system integration

i.The scope of installation, commissioning shall mean to install, configure and integrate the following (but not limited to), adhering to essential security and safety measures.

ii.Carry out installation of active components, passive components and accessories supplied as per standards for successful integration and implementation of the systems at site.

iii.Configuring and fine-tuning of Firewall/UTM devices to achieve overall optimal network performance and highest security.

11. Civil Works, Chemical Earthing & Electrical Works

The successful bidder will conduct a site survey and share a prerequisite document for installation of the proposed system. ICSI will ensure the site readiness before the equipment installation.

12. Project Management

i.The successful Bidder will undertake to completely manage and maintain the said equipment/infrastructure installed and commissioned at site for a minimum period of Five (5) years after the clearance of Final Acceptance. During the said period of undertaking, the successful Bidder will be responsible for the smooth working of the total system installed at the location under this project. This task of management of project will be termed as 'Project Management' in the rest of the document.

ii.Successful Bidder shall depute engineer(s) and technician(s)/rigger(s) and Project manager to operate, configure, maintain and manage the said connectivity during the Project Management period round the clock. The successful Bidder shall ensure that all engineers are available on call so that the customer can reach them for fault rectification and other related services in case of emergency beyond office hours.

13. **Replacement:** The Vendor is required to replace, maintain & repair any equipment under this project getting damaged or becoming non- functional.

14. Vendor's' Responsibility:

i.The Vendor shall implement the project strictly as per the plan approved by the ICSI. The implementation plan will take into consideration the following:

ii.The Vendor shall provide details of equipment that will be incorporated in the project. The location for storing spare parts and quantity there on shall also be clearly indicated.

iii.The implementation plan will be finalized during the period in which approvals & clearances will be taken.
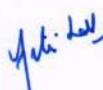
iv. The Vendor shall provide the necessary technical support, Standard Operating Procedure and other information to the ICSI and its user organizations in implementation.

v. Electrical works wherever necessary shall be carried out by the Vendor at his own expense with discussion with the ICSI. ICSI will provide only the Power Points from backend UPS's. Beyond this any other specific requirement will be borne by the Bidder.

vi. Earthing and Electrical points are to be provided by Vendor, wherever required, with discussion with the ICSI. Basic Earthing for the site will be there. Beyond this any other specific requirement will be borne by the Vendor.

vii. The space cannot be used for any purpose other than for delivering the services as mentioned in TENDER as contracted under the Contract.

viii. The ICSI shall arrange for necessary clearances, which shall enable the BIDDER to undertake any electrical works.

ix. The entry and exit to the site and personnel of the Vendor shall be in accordance with Security Rules and Regulations that may apply to the Government Campus where the site is located.

15. Tests

The Tests concern all the equipment, systems and sub-systems supplied against this tender.

16. Field Acceptance Test

Once the system is installed and operating, it shall be tested by the successful BIDDER and witnessed by the ICSI. The Test shall be carried out as per the detailed test procedure supplied by BIDDER and approved by the ICSI. Once the Tests are successfully performed, the temporary acceptance of the system will be given. Only then the system will be ready for "**Test Run**".

17. Test Run

This Test aims at keeping the complete system in operation for a period of 10 days continuously. In case of failure, the Tests will be re-started till the system operates without failure for 10 days continuously. The ICSI shall have the right to reject the complete system or part thereof in the event(s) of the acceptance Tests failing in four attempts. The "Test Run" shall be carried out after the commissioning of complete system.

Various observations and test results obtained during the various tests shall be documented and produced in the form of a report by the Bidder (after entering into the contract the bidder becomes a bidder as he is a party to the contract). LoC/NOC /acceptance will be released site wise.

If malfunctions or failure of a unit or sub-system repeats, the Test shall be terminated, and bidder shall replace the necessary components and assemblies to correct the deficiencies. Thereafter, the Test shall commence all over again from the start as mentioned above. If after this one replacement, the unit or sub-system still fails to meet the specifications, the Vendor shall replace the complete unit or sub-system with the one that meets the requirements and restart the Test all over again. All cost for repair/replacement of defective unit/ component/system/sub-system shall be to Vendor's account.

III. Terms and Conditions of the Contract:

1. Delivery Schedule and Duration of Contract:

(a) Time is the essence of the Contract. The successful bidder must comply with the delivery schedule strictly as instructed/mentioned in the order.

(b) DELIVERY PERIOD:

The delivery, installation & implementation has to be completed within 90 calendar days of placement of the purchase or work order. The site readiness as per the prerequisites will be ensured by ICSI. Any delay by the tenderer after site readiness confirmation by ICSI in the delivery or installation of items shall render the tenderer liable to any or all of the sanctions viz. penalty/ invocation of Bank Guarantee / forfeiture of security deposit/ imposition of liquidated damage etc. whichever applicable.

(c) The contract period will be for Five (5) years or till the expiry of the warranty of the systems (whichever is maximum). The contracted rates will remain same throughout the contract period. During the contract period no price escalation whatsoever will be allowed.

(d) This contract shall be for a period of Five (5) Years subject to evaluation of the performance on a yearly basis by the ICSI. In the event of annual review, it is perceived by the ICSI that the firm's previous year's performance is not satisfactory, it may terminate the contract after giving one month's notice in writing on the completion of the year of service.

2. Payment of any kind whatsoever will not be made to the vendor except the one mentioned in the related work order.

3. **Extension of Contract:** The said Agreement may be extended for a further period of maximum of Three (3) Years on mutually agreed terms and conditions between the ICSI and the vendor in writing.

4. **Onsite Review Mechanisms at ICSI**
- Weekly Review Meeting (WRM) with team lead at Noida Office
- Monthly Review Meeting (MRM) with the next level to the team lead as per the escalation matrix.
- Steering Committee Meeting (SCM) with competent authority once in two months or as and when required.

5. **Issues / Request / Tickets Handling**

All reported problems will have a priority assignment as follows			
Table - Priority definition for issues reported			
Priority	Definition	Mean Time to Respond	Mean Time to Resolve
C1- Critical	More than 70% of the users are unable to use the system or any of the critical user (President/Secretary/CE/Council Member/ System Administrator)	2 Hours	Within 1 (One) working day
C2- Urgent	More than 20% of users are unable to use the system or any of the critical users (limited to 5 in number including HOD) are unable to use the system	6 Hours	Within 2 (Two) working days
C3- Normal	All other problems or any localized problem	8 Hours	Within 5 (Five) working days

6. Prices quoted in the bid shall expressly be inclusive of all statutory taxes, fees, cess, duties, levies,charges and any other statutory components (net to ICSI). It should clearly indicate the base price plus all additional duty & taxes. Prices quoted in the bid shall be valid for **Five (5) years onsite comprehensive warranty, 24 hours CRT (Call Resolution Time) for 365 days including Saturdays and Sundays, off hours support, except GST which is to be shown separately.** In case the warranty is for one (1) year by default, the vendor shall quote for

the support pack from the principal manufacturer, so as to validate the warranty for **Five (5)** years.

7.   Payment of any kind whatsoever will not be made to the vendor except the one mentioned in the related work order/tender.

8.   The Principal Manufacturer will provide a certificate of warranty for Five (5) years for all Firewall/UTM devices with serial number in the name of the Institute or Five (5) years warranty information from the date of supply should be shown on the OEM website.

9.   Escalation Matrix up to Three (3) levels should be provided.

10.   Though the Institute prefers to deal with manufacturers/principal manufacturers directly, it may also consider the offers received through its authorized channel partners, provided the principal authorizes the said channel partner in this regard. **The authorization letter from the Principal Manufacturer is to be submitted with the technical bid.**

11.   The whole work included in the Tender shall be executed by the vendor and the vendor shall not directly or indirectly transfer, assign or sublet the contract or any part thereof or interest therein to any other party without the written consent of ICSI.

12.   Copyright, Intellectual Property Rights and other incidental rights:

Copyright and any other intellectual property right shall vest with ICSI only. Data rights are also vested with the Institute. The vendor shall maintain the confidentiality of the same and in the event of any violation either by sharing or by transmitting or by any means including theft either in full or in part of the content / data then the vendor is liable for civil and criminal actions and liable to pay damages as determined by the Institute. The vendor shall not edit, copy, reproduce, re-print, assign, transfer to any third party, and / or use the material for itself or for any purpose, from the date of execution of the contract and after the completion of the contract. ICSI has intellectual property rights over its trade names, corporate signs, logos, software, proprietary information and know-how which the vendor may come across through this Contract. The vendor shall recognize ICSI's intellectual property rights for all purposes. Nothing in this Agreement shall confer on vendor any right or title in the intellectual property of ICSI.

13.   Security Deposit/performance guarantee:

a.   The successful bidder has to submit the security deposit/performance guarantee in form of an Account payee Demand Draft / Banker's Cheque drawn on any bank or a Bank Guarantee from any Nationalized bank (format enclosed as **Annexure G**) to cover any loss or damage caused to or suffered by the Institute due to acts of commission and omission by the successful bidder or any failure on the part of the successful bidder in fulfilment of terms and conditions of the contract and conditions contained in the contract. The value of the Security Deposit/Bank Guarantee has to be of the equivalent amount of 10% of the annual contract price. The Bank Guarantee has to be submitted within 10 days of issue of order but before execution of the contract. The Bank Guarantee shall have to remain valid for the entire duration of the Contract plus three 3months (90 days) beyond the completion of contract period. The successful bidder shall not be entitled to any claim or receive any interest on the amount of performance guarantee. The EMD of the successful bidder will be refunded after submission of the performance Guarantee/Security Deposit.

b.   The successful bidder having valid registration with NSIC/MSME on the date of submission of tender, are also required to submit requisite security deposit / performance guarantee.

14. The vendor will not have any direct interaction on behalf of the Institute with any third-party bidder engaged by ICSI.

15. All communications to the employees or third-party agencies engaged by ICSI would be through designated channels as directed by the Institute.

16. **Payment Terms:** Payment will be released on the basis of the following points.

a)   Payment on the supplied items shall be made after successful delivery and subsequent installation of the operating software along with fully operational support services and after confirmation of warranty of the materials; duly accepted by ICSI as per the scope of work and terms of the contract. Payment will be released upon acceptance of the bills submitted duly authenticated by an authorized officer of the Institute.

b)   In case any difficulties occur of receiving support during the warranty period then Vendor will be fully responsible for comprehensive maintenance free of charge during the warranty and/or support period and in case of default, ICSI will have the right to arrange maintenance at vendor's risk and cost and responsibility. Payment of any kind whatsoever will not be made to the vendor except the one mentioned in the order.

c)   Payments shall be subject to deductions of any amount for which the vendor is liable under the agreement against this contract. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the prevailing income- Tax Act and any other taxes as on the date of invoice submission and/or payment date.

d)   The vendor's request for payment shall be made to the ICSI in writing, accompanied by appropriate tax invoices including all supporting documents describing, as appropriate, delivered and accepted by ICSI.

e)   If any excess payment has been made by the ICSI due to difference in contracted price and vendor's invoice, the ICSI may without prejudice to its rights recover such amounts by other means after notifying the bidder or deduct such excess payment from any payment subsequently falling due to the ICSI.

f)   **Payment Terms**

Sl. No.	Milestone	% of Payment to be released
1	One time charge	100% on delivery of goods/Licenses, installation/ commissioning/ Testing/acceptance given by ICSI official at site.

g)   Service Provider has to sign the SLA based on the scope, terms and conditions mentioned in this tender and whenever under this tender / Work Order / Service Level Agreement (SLA), any sum of money is recoverable from and payable by the Bidder, the ICSI shall be entitled to recover such sum by appropriating in part or in whole from the security deposit / bank guarantee / earnest money deposit of the Bidder In the event of the security deposit / bank guarantee / earnest money deposit being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Bidder or which at any time thereafter may become due to the Bidder under this or any other tender / contract with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the Bidder shall pay the ICSI on demand the remaining balance.

h)   The personnel(s) employed / hired / engaged (permanent / regular / casual / contractual / temporarily / daily wager or whatever be the status / name) by the vendor for the execution of work as provided under this Tender, shall not be employee / officer of the ICSI for any purpose.   None of such person of the vendor shall have any right to claim anything against the ICSI.

17. **Payment of Taxes:**

The vendor shall be responsible for and shall pay all taxes, duties, assessments or other charges of any kind or nature whatsoever levied by any government or governmental body on or in connection with the Services including without limitation all statutory levies, taxes, fee, duties, rate, charges, surcharges etc. and any other tax ("taxes") levied on service provided by the Service Provider. ICSI may withhold from payments due to the Service Provider any amounts required with respect to the aforementioned taxes and to remit the same with the relevant authorities, in case of failure on the part of the Service Provider.

18. **Penalty:**

(a)   Without prejudice to its right to terminate and other rights the ICSI shall levy Penalty at the following rates

(i)   ½ per cent of total value of contract, for each day of delay, in case of delivery within 7days after the due date;

(ii) 1 per cent of total value of contract, for each day of delay, in case of delivery beyond 7days but up to 14 days after the due date;

(iii) 2 per cent of total value of contract, for each week of delay, in case of delivery beyond14 days subject to a maximum of 10% of total contract price.

(b) In case of delay beyond fifteen (15) days from the stipulated period, the Institute may at its discretion cancel the order and arrange to procure the same from the next bidder on the panel/open market at the sole risk, cost and responsibility of the vendor.

(c) In case of failure to supply the goods / services of the ordered quantity / specifications / quality in the time schedule and at the agreed rates, the Institute shall have right to purchase the same from the market atthe prevalent rate and the difference between the agreed price and purchase price would be recovered from the successful bidder. Further, if the supplied items are not in accordance with the ordered items, then the Institute reserves the right to reject the whole lot or accept, whole orpart supply, at less than the agreed / market price. Any loss to the Institute on this account shallbe adjusted from the EMD / Performance Security.

(d) Five (05) years on site comprehensive warranty of Firewall Appliance (Hardware and Software) including plastic parts with response time of 4 hours call attending support after lodging the complaint has to be provided and failure to do so will attract penalty of Rs.1000/- per hour in case of default after 04 hours. The Firewall Appliance (Hardware and Software) including plastic parts must be repaired or standby to be arranged within 24 hours of lodging the complaint. In case of default, a penalty of Rs.1000/- per day also would be levied. In case standby is provided, the Firewall Appliance (Hardware and Software) including plastic parts must be repaired and installed back within Seven (7) days of lodging the complaint. In case of default, a penalty of Rs.1000/- per day also would be levied.

19. In case any work for which there is no specification in the tender but required to be carried out for successful implementation, commissioning, and delivery of the contracted work to its entirety, as per scope of work mentioned in the tender/ work order, such work shall be carried out by the vendor in accordance with the directions of the ICSI without any extra cost to the Institute.

20. In case of any damage or loss caused to the Institute due to breach of term or condition of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other typeof misconduct of the bidder(s)/ vendor or its staff, the bidder(s)/vendor shall be liable to compensate the loss cause to ICSI and to pay damages. The Institute shall have the right to adjust the damage / loss suffered by it from the security deposit / earnest money deposit / bank guarantee and / or to charge penalty as decided by the Institute. The decision of the
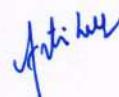
Institute in this respect shall be final & binding.

21. The vendor shall be liable for accident, injury, losses due to any accident or negligence of their staff/workers and shall also be liable to incur all the expenses in consequence thereof and Institute is inno way responsible for any damages arising out of this tender/contract.

22. **Warranty and support of all Firewall/ UTM devices supplied by the Service Provider.**

The Warranty shall be:
1. On-site, comprehensive and BACK-TO-BACK from OEM for a period of Five (5) years from the date of acceptance. The bidder will have to provide back-to-back warranty certificate.
2. Advanced replacement of hardware.
3. Software/firmware's updates and upgrades at no cost to ICSI.
4. L3 support from OEM/ Service Provider Support Team.
5. On-site support as and when required from bidder for hardware issues as and when arises.

23. **Training:** The vendor shall impart the training to the ICSI officials/FMS resources during installation of Firewall/ UTM devices at respective locations. The training should include, explaining all the features and capabilities, Trouble shooting and routine maintenance of all the equipment mention in the TENDER.

IV. GENERAL:

1. **Modification/variation in Terms of Contract:** ICSI reserves the right to modify or may bring some variation in the terms and conditions of the contract on mutually agreed terms, if it is foundnecessary due to any operational difficulty or any other genuine reasons.

2. **ICSI has sole discretion to decide on quantity for any increase/decrease/removal as per requirements during award of the contract with advance intimation to service provider.**

3. **Recovery:** Whenever under the contract through this tender, any sum of money is recoverable by ICSI from the party or / and payable by the party to ICSI, the ICSI shall be entitled to recover such sum by appropriating in part or in whole from the security deposit of the party. In the event of the security being insufficient or if no security has been taken from the party, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the party or which at any time thereafter may become due to the party under this or any other contract with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the party shall pay the ICSI on demand the remaining balance due along with penalty.

4. **Dispute Resolution:** Any dispute, difference, controversy or claim ("Dispute") arising between the successful bidder and ICSI hereinafter jointly to be called "parties" and singularly as "party"out of or in relation to or in connection with the agreement/contract, or the breach, termination, effect, validity, interpretation or application of this agreement/contract or as to their rights, dutiesor liabilities hereunder, shall be addressed for mutual resolution by the authorized official of theparties.

5. **Arbitration:** If, for any reason, such dispute cannot be resolved amicably by the Parties, the same shall be referred to the Arbitration process. In the event of any dispute arising between ICSI and the vendor in any matter covered/ touched by this contract or arising directly or indirectly there from or connected or concerned with the said contract, the matter shall be referredto the sole arbitrator appointed by the mutual consent of both the parties. The decision / award of the Arbitrator shall be final and binding on the parties. Cost of Arbitration will be shared equally by the parties.
i. The place of the arbitration shall be at, New Delhi.
ii. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of1996 as amended

from time to time.

iii. The proceedings of arbitration shall be in English language.

iv. The parties are not entitled to approach any court of law without resorting to arbitrationapproach.

v. The decision / award of the arbitrator shall be final and binding on parties to the arbitrationproceedings.

6. **Jurisdiction:** In respect of any dispute arising between ICSI and the vendor in any matter covered / touched this tender / contract or arising directly or indirectly there from or connected or concerned with the said contract, the courts at Delhi shall only have the jurisdiction.

7. **Right to Blacklist**: ICSI reserves the right to blacklist a party / bidder for a suitable period in case such party / bidder.

➢ fails to honour his bid without sufficient grounds or found guilty for breach of condition/s of the contract or guilty of fraud and mischief and misappropriation or any other typeof misconduct on the part of party(s) / bidder(s).

➢ Giving false, misleading or fake information/ document in the bid;

➢ Withdrawing the bid after opening of the Financial bids;

➢ Refusal to accept Purchase/ Work Order at the quoted prices;

➢ Failure to supply goods of the ordered quantity/ quality/ specifications at the agreedrates within the time schedule;

➢ Adoption of any unethical or illegal practices;

➢ Any other justified reason.

8. **Confidentiality:**

i. The bidder(s)/ vendor shall not use or disclose any Confidential Information of the Institute except as specifically contemplated herein. For purposes of this tender / contract "Confidential Information" means information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts thatare reasonable under the circumstances to maintain its secrecy or confidentiality.

ii. The successful bidder acknowledges that all material and information which has and willcome into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to ICSI will alltimes be held by it in strictest confidence and it shall not make use thereof other than forthe performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. The successful bidder agrees to take appropriate action with respect to its employees to ensure that theobligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to ICSI in divulging the informationby the employees of the successful bidder, the ICSI shall be indemnified. The successfulbidder agrees to maintain the confidentiality of the ICSI's information after the termination of the contract also. The successful bidder will treat as confidential all data and information about the ICSI /Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

9. **Sub-Contracting**: The successful bidder will not assign or transfer and sub-contract its interest/ obligations under this contract to any other concern / individual without the prior written consentof the ICSI.

10. **Statutory Compliance**: The successful bidder will be required to comply with all statutory obligations from time to time applicable to this contract.

11. **Compensation:** In case of any damage or loss caused to the Institute due to breach of term or condition of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct or deficiency of Service Provider or its staff, the bidder(s)/vendor shall be liable to compensate the loss cause to ICSI and to pay damages. The Institute shall have the right to adjust the damage / loss suffered by it from the security deposit / earnest money deposit / bank guarantee and / or to charge penalty as decided by

the Institute. The decision of the Institute in this respect shall be final & binding.

12. TERMINATION

I. Either party may terminate this Agreement by giving a **Three (3)** months' notice in writing to the other party for termination of agreement.

II. The ICSI without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part by giving **Three (3)** months' notice in writing in case Service Provider fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by Service Provider or by its staff or agent or in case there are more than **Three (3)** penalties on the Service Provider in any month.

III. Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall continue by the Service Provider during the period of termination notice and the same must be satisfied before this agreement is terminated. The ICSI may also put in place any other agency for carrying out the remaining work and expenditure incurred on same shall be recovered from the Service Provider.

IV. The Service Provider shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have been derived from the performance of this agreement in full, but which he did not derive in consequences of the full performance of this agreement not having been carried out, nor shall he have any claim for compensation / damage for the loss suffered by him by reason of termination of agreement by the ICSI. No claim for interest will be entertained by ICSI with respect to any money or balance, which may be in its hands owing to a dispute between itself and the Service Provider.

13. Force Majeure

a) For the purpose of this Article, Force "Majeure" means any cause, which is beyond the control of successful bidder or that of the Institute, as the case may be, which both could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the order, such as: -

- War / hostilities
- Riot or civil commotion
- Earth Quake, Flood, Fire, Tempest, Epidemics, Pandemic, Lightning or other natural physical Disaster, Quarantine restricts and Freight embargoes
- Restrictions imposed by the Government or other statutory bodies, which is beyond the successful bidder control or of the Institute, which prevent or delay the execution of the order either by the successful bidder or by the Institute.

b) If a Force Majeure situation arises, the successful bidder is required to promptly notify ICSI in writing of such condition and the cause thereof within a period of three (3) days from the date of happening of such an event requiring invocation of this force majeure article. Unless otherwise directed by the ICSI in writing, the successful bidder will continueto perform its obligations under this order as far as it is reasonably practical and shall seek all reasonable alternative means for performance of this order.

14. **Indemnity:** The Service Provider will indemnify ICSI against all statutory liabilities present andfuture arising out of this contract. In the event of violation of any contractual or statutory obligations, the successful bidder will be fully and solely responsible for the same. Further, in the event of any action, claim, damages, suit initiated against ICSI by any individual, law enforcement bidder or government authority due to acts and omissions, the successful bidder will be liable to make good/compensate such claims or damages to the ICSI. As a result of the successful bidder action, inaction or any omissions, if ICSI is required to pay any damages to any individual, law enforcement bidder or government authority, the successful bidder would be required to reimburse to ICSI such amount along with other expenses incurred by ICSI or ICSI reserves the right to recover but not limited to such amount from the payment(s) due to thesuccessful bidder while settling its bills or from the amount of security deposit lying with ICSI. However, ICSI reserves the right to take legal recourse as permitted under the law of the land.In case of any damage caused to the institution due to negligence, carelessness or inefficiency ofstaff of the vendor, the vendor shall be responsible for making good the loss. The ICSI shall have the right to adjust the

damage / loss suffered by it from the security deposit or / and to charge penalty as decided by the Institute. Decision of the ICSI in this respect shall be final & binding on the vendor.

15. The services indicated in Part "C" (Financial Bid) are tentative and may be increased / decreased/ Remove the quantity/locations at the sole discretion of the Institute and the vendor shall have no right to claim any minimum/definite/guaranteed volume of business.

For any details / clarifications, **Shri Praveen Kumar Veyikandla** may be contacted.at **0120-4522066; email id: praveen.kumar@icsi.edu**

Date: **February 03, 2026**

(Dr. Prasant Sarangi)
Director (Purchase & Stores and Printing)
Email: prasan.sarangi@icsi.edu
Phone: 0120-4082185

ICSI HQ: ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003ICSI NOIDA OFFICE: ICSI House, C-36, SECTOR-62, NOIDA-201309 (UP)

Tender No.: ICSI/IT/Firewall UTM/2026/124   **February 03, 2026**

Sub: Tender for Supply, Installation & Commissioning of Firewall Appliance (Hardware and Software) under buy-back scheme of two old firewalls (make: SOPHOS Model: XG210 SL. No. C231018YBWYHME3 and C23101M9VQYKJD7).

PART 'B': TECHNICAL BID
Form I: PARTICULARS OF BIDDER

(ALL COLUMNS ARE TO BE FILLED IN BLOCK LETTERS)
1.   Name of the bidder
(a)   Trade Name
(b)   Status of the Bidder (Limited Co. / Pvt. Ltd.)   _____
(Enclose self-attested copy of document)
(c)   Name of CEO/Directors

2.   Postal Address (Including India office)   _____
3.   Telephone No./ Mobile No. for communication.   _____
4.   (a) E-mail-id (mandatory)   _____
5.   Website address (if available)   _____
6.   Bank Draft No, date, Bank name and amount (if applicable)/MSME or NSIC Regn. No.
(a)   Tender Fees   –
(b)   EMD   _____
(c)   MSME/NSIC Regn. No. (if applicable) & its valid period   (Enclose   self-attested   certificate photocopy)
7.   Name of the Banker, Branch Name, A/c No. and IFS Code(for e-payment purpose)
8.   PAN (Enclose self-attested photocopy)   _____
9.   GSTIN Code (Enclose self-attested photocopy)   _____
10.   Trade License/Business License/CIN (if applicable)(Enclose self-attested photocopy)_____
11.   Lab. License/EPF/ESIC Reg. No. (if applicable) _____(Enclose self-attested photocopy)
12.   Any other Relevant Information   _____
(*e.g.* Number of Years of Experience in similar line of business / Turnover for last financial year)

I/We hereby declare and affirm that I/we have read and understood the terms and conditions of this tender/quotation/NIT as stipulated in the tender notice No.___. Accordingly, I/ we accept the terms and conditions and hereby offer the rates for "_____(name of the work orsupply)" as per Financial Bid (Part 'C').

Signature _____ (Authorized signatory of t
bidder) **Name of the bidder_____ Official seal of bid**

Date_____

• **NOTE: Please submit all supporting documents (self-attested photocopies) wherever applicable in support of the information furnished above with seal and signature of the bidder's authorized representative.**

ICSI HQ: ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003ICSI NOIDA OFFICE: ICSI House, C-36, SECTOR-62, NOIDA-201309 (UP)

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Form II(a): TECHNICAL DETAILS

S. No.	Particulars	Response
1.	List of existing clients to whom hardware supplied and giving service under Warranty in last 1 year with details of company, value of business, concerned person name &their telephone no. (Please attach full details)	
2.	A) List of existing sites being maintained as per following: Name of the Company/Type of Hardwarebeing maintained.	
	B) Please indicate the hardware principal/s brands, the bidder represents and bidders' level of association.	
3.	Please indicate in full the following details: A) Manpower available – Technical & Non-technical Number and name of the personnel who can provide hardware support and do troubleshooting.	
	B) "Provide Escalation Matrix up to Director/CEO of the firm".	
	C) Duly signed and stamped at each page Tender document submitted	
4.	OEM Authorization letter/Certificate from OEM as an Authorized Dealer/Partner to be attached from OEM along with Bid specific	
5.	Brochure of the product with detailed specifications.	

ICSI HQ: ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003ICSI NOIDA OFFICE: ICSI House, C-36, SECTOR-62, NOIDA-201309 (UP)

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Sub: Tender for Supply, Installation & Commissioning of Firewall Appliance (Hardware and Software) under buy-back scheme of two old firewalls (make: SOPHOS Model: XG210 SL. No. C231018YBWYHME3 and C23101M9VQYKJD7).

Form II(b): Eligibility Criteria Details

S. No	Particulars	Response Yes/ No	Supporting Document Reference with Page No.
1.	The bidder must be incorporated and registered in India under the Indian Companies Act 1956 or 2013 or under any other relevant legal provision in any other Country and should have been operating in India and must have their operating office in India. Please enclose self-attested copy of Certificate of Incorporation, copy of Memorandum of Association (MOA) and Article of Association (AOA) or any other relevant document of incorporation and proof of having office in India.		
2.	Average Annual Turnover in immediately preceding three consecutive financial years ended as on 31.03.2025 must not be less than Rs.1 (one) crore per annum. (Please attach copy of Audited P&L accounts and balance sheet of three preceding consecutive financial years ending as on 31st March, 2025 of the bidding firm in support of the bidder's submission).		
3.	Bidder should have at least Three (3) years of experience in similar kind of projects (Firewall/UTM). Submit the documents as proof.		
4.	The bidder should have at least two clients, out of that one must be from business house/Central Government/State Government/Public Sector organizations /PSU/Autonomous Bodies/ Statutory Bodies with whom similar Firewall/UTM Solution contract has been executed in immediately preceding Five (5) years ended as on 31st March 2025. Please enclose copy of work order, contract document, award letters, agreement etc. or any other relevant document (Please also provide name and contact details of the concerned officials of the respective clients).		

5.	The authorization letter/Certificate from the Principal Manufacturer as an Authorized Dealer/Partner to participate in this tender which includes the tender number.		
6.	Submission of Tender Fee		
7.	Submission of EMD		
8.	PAN (Enclose self-attested photocopy)		
9.	GSTIN Code (Enclose self-attested photocopy)		
10.	The proposed UTM/Firewall OEM should be a leader in Gartner's Magic Quadrant for UTM/Firewall from last Three (3) years. Provide supporting documents.		
11.	OEM should have support Centre in India. Provide supporting documents.		
12.	The quoted OEM for UTM should have presence in India from more than last Three (3) years. Provide supporting documents.		
13.	Escalation Matrix up to Three (3) levels should be provided.		
14.	The Bidder who was awarded any contract in the past by the Institute but terminated during the contract period due to unsatisfactory performance will not be eligible /considered to participate in this tender. Also, a bidder who was awarded any contract earlier but refused to continue the contract/refused to sign the agreement as given by the Institute will not be eligible to participate in this tender. Please enclose declaration from Authorized Signatory on the Bidder's Business Letter Head.		
15.	Bidder should not have been blacklisted by any Firm/Organization/School/ Board/ University / Institution or any Government organization and no litigation is pending in the court of law against the bidder. Bidder also should not be under any legal action or not declared ineligible to participate for unsatisfactory past performance by the Government of India for indulging in corrupt, fraudulent, coercive, undesirable, or restrictive practices or any other unlawful or unethical business practices with any Central/ State Government Ministry/Department/ PSU/ Statutory Body / Government Company in last 5 years. The Bidder also must not have been declared bankrupt/insolvent or should not have filed for bankruptcy/insolvency in the past Five (5) years or in the process of being declared bankrupt / insolvent before any designated authority. Please enclose declaration from Authorized Signatory on the Bidder's Business Letter Head.		
16.	The bidder must have a valid (as on the date of submission of the bid) ISO 9001:2008 /9001:2015 Equivalent certificate for quality and ISO 27001:2005 Equivalent certificate for Data Security. (Please attach valid supporting document).		

17.	A self-certified letter by the designated official of the responding firm for taking the responsibility of all kinds of Comprehensive onsite Warranty, Maintenance and Support of equipment's, software etc. specified in this project for a period of **Five (5) years**.		
18.	The bidder/OEM must have 24x7 service support centre to provide the technical support during the warranty period.		
19.	The Principal Manufacturer or Distributor /Bidder must have a local logistics support by maintaining a direct spare warehouse in the Country.		
20.	The bidder should be a profit-making company for the immediately preceding Three (3) financial years and its net worth should be positive during this period.		

NOTE: Please submit all the documentary evidence in support of the above conditions. If any of the above eligibility criteria is not fulfilled and not supported by documentary evidence as per the prescribed format, the bid will be summarily rejected.

NOTE:
i. Each and every page of the tender document has to be signed and stamped by the bidder.
ii. Conditional bids will be summarily rejected.

Name and Signature of Bidder
with office Seal

TECHNCIAL SPECIFICATIONS OF FIREWALL/UTM DEVICES

Technical Specifications		Compliance Yes/No
1. Qualifications and Architecture		
Type	Next Generation Enterprise Firewall (hardware Based)	
Model	Should be mentioned	
	The proposed model should not be declared End of Sales / End of support	
3rd Party Test Certification	USGv6	
	ISO/IEC 27001:2013	
	FIPS 140-2	
	ISO/IEC 27018:2019	
	ISO/IEC 27701:2019	
	Common Criteria (ISO-IEC15408)	
Equipment Test Certification	FCC Class B, CE Class B, VCCI Class B, cTUVus, CB or equivalent	
No of Units	Active-Active HA	
Form factor	Modular or Fixed, should not be ASIC based	
Architecture	The NGFW architecture should have Control Plane separated from the Data Plane in the Device architecture itself, whereby Control Plane should handle Management functions like configuration, reporting and route update & Data Plane should handle Signature matching (like exploits, virus, spyware, CC#), Security processing (like apps, users, content/URL, policy match, SSL decryption, app decoding etc) & Network Processing (like flow control route lookup, MAC lookup, QoS, NAT etc). Proposed Firewall should not be proprietary ASIC based in nature & should be open architecture based on multi-core CPU's to protect & scale against dynamic latest security threats. Hardware based NGFW along with inbuilt Trusted Platform Module (TPM) and Internal Storage of Min. 128 GB or higher. The NGFW appliance should have dedicated cores assigned for Control Plane and Data Plane. OEM should provide public reference for the same. In case of manual reservation of CPU/ Memory for management tasks, the remaining CPU/ Memory should be able to deliver the requested firewall and threat prevention throughput as mentioned above. OEM should submit updated datasheet after CPU reservation.	
2.Hardware and Performance Requirement		
CPU	Proposed NGFW appliances must have minimum 4 CPU Cores. Virtual core count will not be accepted	
Memory	Proposed NGFW appliances must have 8 GB RAM and 128 GB local storage	
Power	Should support Dual power supplies.	
Interface	Should have minimum 8 x10/100/1000 Copper Ports	

Requirement	Should have dedicated out-of-band management port and 1xMicro USB console port	
	Firewall interface configuration should be flexible and allow firewall to use as perimeter firewall with interface working in layer 3 inspection mode and use other interfaces in IPS mode to monitor traffic of other segments such as MPLS, server zone without requiring any IP configuration on such monitoring interface. Firewall should allow to use all threat inspection and prevention policies on perimeter layer and monitoring interface zones at the same time.	
Performance Capacity	Next Gen Firewall throughput - 2.5 Gbps (or higher) (measured with Application Control and logging enabled utilizing application mix/enterprise mix.)	
	Or	
	NGFW throughput 20 Gbps or above: Measured with IPS and Application Control enabled with HTTP traffic using default IPS ruleset and 512KB object size. /NGFW performance is measured with Firewall, IPS and Application Control enabled, Enterprise Mix traffic.	
	Next Gen Threat prevention throughput 1.2 Gbps (or higher) (measured with Application control, IPS, antivirus, anti- spyware, file blocking, Zero-Day Protection and logging enabled, utilizing Application mix/Enterprise Mix transactions.)	
	Or	
	Threat Protection throughput 15 Gbps or above: Measured with Firewall, IPS, Application Control, and malware prevention enabled using HTTP 200 KB response size/Threat Protection performance is measured with Firewall, IPS, Application Control, and Malware Protection enabled, Enterprise Mix traffic.	
	Minimum IPsec VPN throughput-1 Gbps (or higher)	
	Remote Access VPN-1,000 Concurrent SSL VPN supported	
	Minimum New sessions per second - 30,000 on HTTP	
	Concurrent Sessions-200K measured with application override, utilizing 1 byte HTTP transactions or Firewall should support at least 3 million concurrent sessions.	
3. Features		
Interface Operation Mode	The proposed firewall shall support Dual Stack IPv4/IPv6 application control and threat inspection support in:	
	Tap Mode	
	Transparent mode (IPS Mode)	
	Layer 2	
	Layer 3	
	Should be able operate mix of multiple modes	
Next Generation Firewall Features	The proposed NGFW must protect from Known and unknown attacks using dynamic analysis and provide automated mitigation to stop attacks.	
	NGFW should include VPN app for endpoints running Windows and macOS.	

The proposed firewall shall be able to handle (alert, block or allow unknown/unidentified applications like unknown UDP & TCP		
The proposed firewall shall have network traffic classification which identifies applications across all ports irrespective of port/protocol/evasive tactic.		
The proposed system shall have the ability to detect, log and take action against network traffic based on over 4000 application signatures.		
The proposed firewall shall be able to create custom application signatures and categories using the inline packet capture feature of the firewall without any third-party tool or technical support.		
The proposed firewall shall be able to implement Zones, IP address, Port numbers, User identification, Application identification and threat protection profile under the same firewall rule or the policy configuration		
The firewall must support creation of policy based on wildcard addresses to match multiple objects for ease of deployment		
The proposed solution must support policy-based forwarding based on zone, source or destination address and port, application, AD/LDAP user or user group and services or ports		
The proposed firewall shall delineate different parts of the application such as allowing Facebook chat but blocking its file-transfer capability inside the chat application based on the content.		
Proposed firewall must support minimum 2 virtual context firewall (if required)		
The proposed firewall shall be able to protect the user from the malicious content upload or download by application such as Facebook chat or file sharing by enforcing the total threat protection for known and unknown malicious content such as viruses, malwares or a bad URLS.		
The proposed firewall shall be able to identify, decrypt and evaluate SSL traffic in an outbound connection (forward-proxy) and inbound connection. The proposed firewall shall be able to identify, decrypt and evaluate SSH Tunnel traffic in an inbound and outbound connections		
The proposed firewall shall be able to identifies port-based rules/policies so admin / security team can convert them to application-based whitelist rules or add applications to existing rules without compromising application availability.		
The proposed firewall shall be able identifies rules configured with unused applications and prioritize which rules to migrate or clean up first		
The proposed firewall shall be able restrict application traffic to its default ports to prevent evasive applications from running on non-standard ports.		

	Firewall must have inbuilt Automatic policy optimization to identify port-protocol based policies and convert the same into true application-based policies. For example- Firewall is configured with Security policy to allow port 80/443 and multiple applications (Facebook/Rapid share etc.) traffic going through the same policy, then the firewall should automatically identify those risky applications and help to add more application specific security policies which might be using the same ports (80/443). This will help us to tighten the application flow control and reduce the attack surface area.	
	The firewall must have the capability to create DOS prevention policy to prevent against DOS attacks on per zone basis (outbound to inbound, inbound to inbound and inbound to outbound) and ability to create and define DOS policy based on attacks like UDP Flood, ICMP Flood, SYN Flood (Random Early Drop and SYN cookie), IP Address Sweeps, IP Address Spoofs, port scan, Ping of Death, Teardrop attacks, unknown protocol protection etc.	
Threat Protection	Should provide Zero-Day protection capabilities	
	Should support at least 5000+ signature data base for IPS	
	The solution should have ATP (Advance Threat Protection).	
	Should support protocol decoder-based analysis state fully decodes the protocol and then intelligently applies signatures to detect network and application exploits	
	Intrusion prevention signatures should be built based on the vulnerability itself; A single signature should stop multiple exploit attempts on a known system or application vulnerability.	
	Should block known network and application-layer vulnerability exploits	
	The proposed firewall must support more than 10000 Vulnerability Protection / IPS signatures on device from Day-1	
	The proposed firewall shall perform content-based signature matching beyond the traditional hash-based signatures	
	The proposed firewall shall have on box Anti-Virus/Malware, Anti Spyware signatures and should have minimum signatures update window of every one hour	
	The proposed firewall must support more than 10000 Anti- Bot/Anti-Spyware signatures on device from Day-1	
	All the protection signatures should be created by vendor based on their threat intelligence and should not use any 3rd party IPS or AV engines.	
	Should perform stream-based Anti-Virus inspection and not store-and-forward traffic inspection to keep the maximum firewall performance Stream based Antivirus scanning should be used for scanning the contents of the files being transferred over the wire for virus/malwares	

	and should Nock the file transfer when a virus or malware signatures is triggered.		
	Should be able to perform Anti-virus scans for SMB traffic		
	Should support DNS sink holing for malicious DNS request from inside hosts to outside bad domains and should be able to integrate and query third party external threat intelligence databases to block or sinkhole bad IP address, Domain and URLs		
	The Solution should support DNS security in line mode and not proxy mode.		
	The solution should have a dynamic response to find infected machines and respond immediately. There should be provision for administrators to automate the process of sinkholing malicious domains to cut off Command and control and quickly identify infected users.		
	Should be able to call 3rd party threat intelligence data on malicious IPs, URLs and Domains to the same firewall policy to block those malicious attributes and list should get updated dynamically with latest data		
	Vendor should automatically push dynamic block list with the latest threat intelligence data base on malicious IPS, URLs and Domains to the firewall policy as an additional protection service		
URL Filtering and Web Protection	Same Hardware platform should be scalable to provide URL filtering and web protection and should maintain same performance/throughputs mention in primary scope		
	Security solution should support external web filter to import custom domain names into the firewall to enforce policy using an Anti-Spyware profile or SD-WAN policy rule as well as external dynamic list that give the agility to protect network from new sources of threat or malware.		
	Security solution must understand websites of different languages.		
	The proposed firewall shall have custom URL-categorization The proposed firewall shall customizable block pages		
	The proposed firewall shall block and continue (i.e. allowing a user to access a website which potentially violates policy by presenting them a block page with a warning with a continue option allowing them to proceed for a certain time)		
	The proposed firewall shall have logs populated with end user activity reports for site monitoring within the local firewall		
	The proposed firewall shall have Drive-by-download control		
	The proposed firewall shall have URL Filtering policies by AD user, group, machines and IP address/range		

	Should have full-path categorization of URLs only to block re categories the malicious malware path not the full domain or website	
	Should have zero-day malicious web site or URL blocking update less than 15 minutes for URL DB update for zero-day malware command and control, spyware and phishing websites access protection	
	Should have URL or URL category base protection for user cooperate credential submission protection from phishing attack with malicious URL path	
	Should protect against never-before-seen phishing and JavaScript attacks inline. Solution should be capable to use both signature based and ML based signature less technology	
	The URL filtering service should be able to categorize a site by multiple categories and not just a single and custom category	
	The NGFW should prevent this kind of credential theft attack (without the need of endpoint agents). Vendors should provide features with the ability to prevent the theft and abuse of stolen credentials, one of the most common methods cyber adversaries use to successfully compromise and maneuver within an organization to steal valuable assets. It should also complement additional malware and threat prevention and secure application enablement functionality, to extend customer organization's' ability to prevent cyber breaches.	
	1.) Automatically identify and block phishing sites	
	2.) Prevent users from submitting credentials to phishing sites	
	3.) Prevent the use of stolen credentials	
Advanced Persistent Threat (APT) Protection	This APT Protection solution should be a cloud based unknown malware analysis service with guaranteed protection signature delivery time not more than 10 minutes.	
	Advanced unknown malware analysis engine should be capable of machine learning with static analysis and dynamic analysis engine with custom-built virtual hypervisor analysis environment	
	Advance unknown malware analysis engine with real hardware, detecting VM-aware malware to detect and protect from virtual sandbox evading advance unknown malware	
	Solution should detonate evasive threats in a real hardware environment, entirely removing an adversary's ability to deploy anti-VM analysis techniques	
	Solution should extract key features from the content and evaluates it against a model to determine its maliciousness.	
	This solution should prevent malicious file-based content, such as portable executable files and dangerous fileless attacks stemming from PowerShell, completely in line with no cloud analysis step. The ML models should	

	be updated daily for the most up-to date detection capabilities.		
	Cloud based unknown malware analysis service should be certified with SOC2 or any other Data privacy compliance certification for customer data privacy protection which is uploaded to unknown threat emulation and analysis		
	Cloud base unknown malware analysis service should be able to perform dynamic threat analysis on such as EXES, DLLS, ZIP files, PDF documents, Office Documents, Java, Android APKs, Adobe Flash applets, Web pages that include high-risk embedded content like JavaScript, Adobe Flash files. MAC OS and DMG file types		
	Solution must have the ability to automatically analyze advanced threats in real hardware systems.		
	The proposed next generation security platform should be able to detect and prevent zero-day threats infection through HTTP, HTTPS, FTP, SMB, SMTP, POP3, IMAP use by any of application used by the users (eg: Gmail, Facebook, MS outlook)		
	Advance unknown malware analysis engine should be able to create automated high-fidelity signature for command-and-control connections and spyware to inspect command and control http payload to create one to many payloads base signatures protection from multiple unknown spyware and command and control channels using single content-based signature		
	The protection signatures created for unknown malware emulation should be payload or content-based signatures that could block multiple unknown malware that use different hash but the same malicious payload.		
DNS Security features	The Solution should support DNS security in line mode and not proxy mode.		
	Solution should support database maintenance containing a list of known botnet command and control (C&C) addresses which should be updated dynamically		
	DNS Security should support predictive analytics to disrupt attacks that use DNS for Data theft and Command and Control		
	DNS security capabilities should block known Bad domains and predict with advanced machine learning technology and should have global threat intelligence of at least 10 million malicious domains if needed for any future considerations		
	It should support prevention against new malicious domains and enforce consistent protections for millions of emerging domains.		
	The solution should support Integration and correlation to provide effective prevention against New C2 domains, file download source domains, and domains in malicious email links.		

	Should support simple policy formation for dynamic action to block domain generation algorithms or sinkhole DNS queries.	
	Solution should support prevention against DNS tunnelling which are used by hackers to hide data theft in standard DNS traffic by providing features like DNS tunnel inspection	
	The solution should support capabilities to neutralise DNS tunnelling and it should automatically stop with the combination of policy on the next-generation firewall and blocking the parent domain for all customers.	
	The solution should have support for dynamic response to find infected machines and respond immediately. There should be provision for administrator to automate the process of sink- holing malicious domains to cut off Command and control and quickly identify infected users.	
SSL/SSH Decryption	The proposed firewall shall be able to identify, decrypt and evaluate SSL traffic in an outbound connection (forward-proxy)	
	The proposed firewall shall be able to identify, decrypt and evaluate SSL traffic in an inbound connection	
	The proposed firewall shall be able to identify, decrypt and evaluate SSH Tunnel traffic in an inbound and outbound connections	
	The NGFW shall support the ability to have an SSL Inspection policy differentiate between personal SSL connections i.e. banking, shopping, health and non-personal traffic	
	SSL decryption must be supported on any port used for SSL i.e. SSL. decryption must be supported on non-standard SSL port as well	
Network Address Translation	The proposed firewall must be able to operate in routing/NAT mode	
	The proposed firewall must be able to support Network Address Translation (NAT)	
	The proposed firewall must be able to support Port Address Translation (PAT)	
	Should support Dynamic IP reservation, tunable dynamic IP and port over subscription	
IPv6 Support	L2, L3, Tap and Transparent mode	
	Should support on firewall policy with User and Applications	
	Should support SSL decryption on IPv6	
	Should support SLAAC Stateless Address Auto configuration	
Routing and Multicast support	The proposed firewall must support the following routing protocols:	
	Static	
	RIP v2	
	OSPFv2/v3 with graceful restart	
	BGP v4 with graceful restart	

	Policy-based forwarding	
	Should support ISP Redundancy and Load Balancing	
	PIM-SM, PIM-55M, IGMP v1, v2, and v3	
	Bidirectional Forwarding Detection (BFD)	
Authentication	should support the following authentication protocols:	
	LDAP	
	Radius	
	Token-based solutions (i.e. Secure-ID)	
	Kerberos	
	SAML	
	Any combination of the above	
Monitoring, Management and Reporting	Centralized configuration, logging, monitoring and reporting should be performed by the Firewall Management Centre GUI.	
	The solution should use advanced ML techniques to promote an always-optimal security posture that responds to the changing threat and network landscapes, thereby reducing the attack surface.	
	The solution should assess the firewall's configuration and identify areas for improvement	
	The solution should provide easy access to runtime and historical telemetry data from firewalls	
	The solution should detect system issues (independent of the detection method)	
	The solution should reduce time to resolution through alert/notification workflows	
	The solution should provide dynamic dashboards and visualizations for several security subscriptions	
	Should have separate real time logging based on all Traffic, Threats, User IDs, URL filtering, Data filtering, Content filtering, unknown malware analysis, Authentication, Tunneled Traffic and correlated log view based on other logging activities	
	Should support the report generation on a manual or schedule (Daily, Weekly, Monthly, etc.) basis	
	Should allow the report to be exported into other formats such as PDF, HTML, CSV, XML etc.	
	Should have built in report templates based on Applications, Users, Threats, Traffic and URLs	
	Should be able to create a report based on Saas application usage	
	Should be able to create reports base user activity	
	Should be able to create custom report based on custom query base any logging attributes	
	On device management service should be able to provide all the mentioned features in case of central management server failure	
	The NGFW must be able to identify unused security policies. NGFW must provide detailed information regarding first hit counts, last hit counts and total hit counts on individual security policy.	

	OEM / Bidder must push IOC (Bad IP Address + URL + Domain Name) using automated & dynamic block list proactively to all NGFW without need to login to NGFW & commit config changes. This is to reduce the implementation time + effort thus reducing the overall risk and improving overall security posture. Such automated security policy updates must be completed in less than 5 minutes.	
	In order to ensure NGFW is deployed as per industry best practices + OEM best practices + avoid misconfiguration + avoid Human error, We Would like to review the NGFW config on a quarterly basis. Bidder/OEM to provide online, GUI based, easy to use tools for best practice assessment. Bidder / OEM to provide comprehensive report highlighting config gaps against best practices & provide steps to rectify them. We should also have access to this tool to do Best Practice assessment by themselves whenever required by generating automated	
	The proposed solution with Malware & Bot Prevention engines should be supplied with the readily available support for the ingestion & Sharing of threat intelligence feeds in a common threat language called as STIX (Structured Threat Information expression) & TAXII (Trusted Automated exchange of Indicator Information).	
Authorization	Original Manufacturer Authorization Certificate to be submitted along with the bid	
Support & Warranty	5 Years of Round the clock support bundle with 24x7x365 days TAC support, RMA, software updates and subscription update support. The NGFW should be proposed with 5 years subscription licenses for NGFW, NGIPS, Anti-Virus, URL Filtering, ATP (Advanced Threat Protection), Anti Spyware, Anti Botnet, DNS Security and Anti APT.	
End of Life	The proposed NGFW model should not be end of life in next 5 years	
The OEM must be present in the Leader Quadrant of the latest Gartner report, and the relevant report/graph of the magic quadrant must be submitted		
Common Criteria (The OEM must have a valid certificate, and the certificate must be submitted along with the tender documents.). The following criteria must be validated: Common Criteria for Information Technology Security Evaluation, Version 3.1, Release 5, April 2017 collaborative Protection Profile for Network Devices, Version 3.0e, 6 December 2023 PP-Module for Stateful Traffic Filter Firewalls, Version 1.4 + Errata 20200625, 25 June 2020 PP-Module for VPN Gateways, Version 1.3, 16 August 2023 PP-Module for Intrusion Prevention Systems (IPS), Version 1.0, 11 May 2021 Functional Package for Secure Shell (SSH), Version 1.0, 13 May 2021		

Form III: Tender acceptance letter to be printed on the business letterhead of the bidder and to be submitted with the Technical Bid.

To
The Secretary
Institute of Company Secretaries of India (ICSI)ICSI House,
C – 36,
Sector 62, Noida-201309

Sir,

This is with reference to the Tender No.: **ICSI/IT/Firewall UTM/2026/124** dated **February 03, 2026** due on **February 25, 2026**. We are interested in participating in the Tender.

We declare that:

i)   We have read and understood the terms and conditions given in the quotation / tender Document;

ii)   We are eligible for award of the contract as per the qualification criteria mentioned in the quotation / tender Document;

iii)   We accept and agree to all the terms and conditions of the quotation / tender;

iv)   We shall comply with all the terms and conditions of the quotation / tender;

v)   All the information / documents provided in this bid are true to the best of our knowledge and belief. If at any stage, the information / documents are found to be false, misleading or incorrect then this Bid / Purchase Order shall be cancelled at our cost and risk and we shall indemnify the Institute (ICSI) for the loss caused due to the cancellation and we shall be liable for penal / legal action including black listing by ICSI.

vi)   We understand that ICSI reserves the right to cancel the quotation / tender at any stage or cancel /reject any one or more bid without incurring any liability.

vii)   The duly signed copies of all the tender pages are attached herewith.

Date:

Name and Signature of Bidder
with office Seal

ICSI HQ: ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003ICSI NOIDA OFFICE: ICSI House, C-36, SECTOR-62, NOIDA-201309 (UP)

Tender No.: ICSI/IT/Firewall UTM/2026/124   February 03, 2026

Sub: Tender for Supply, Installation & Commissioning of Firewall Appliance (Hardware and Software) under buy-back scheme of two old firewalls (make: SOPHOS Model: XG210 SL. No. C231018YBWYHME3 and C23101M9VQYKJD7).

PART 'C' FINANCIAL BID

The bidder has to quote rate inclusive of all i.e. cost of hardware, software, cost of manpower, tools and tackles, consumables, enabling services or any other arrangement required to be available for Supply, Installation, Testing and Commissioning (SITC) as Onetime Charges (CAPEX) for all Firewall/UTM Devices for Five (5) years onsite comprehensive Warranty Support.

(Figure in Rs.)

Item/Specification	Make, Model, Configuration of the Appliance with all details	Qty.	UNIT PRICE (all-inclusive except of GST) (a)	GST (b =a *GST%)	TOTAL Price (Including all Taxes) (c= a+b)
(I) The NGFW Unified Threat Management Appliance / Firewall with Minimum Generic specifications as mentioned in Technical Specification Table mentioned in Annexure T: Warranty - 5 years On-site comprehensive warranty with 24x365 remote hardware support and dedicated Technical Account manager. Post installation, 5-years product warranty should reflect in the support web site		2 Nos.			

of the OEM. Five (5) Years of Round the clock support bundle with 24x365 days TAC support, RMA, software updates and subscription update support. The NGFW should be proposed with 5 years subscription licenses for NGFW, NGIPS, Anti-Virus, URL Filtering, ATP (Advanced Threat Protection), Anti Spyware, Anti Botnet, DNS Security and Anti APT, reporting and support, Upgrades and hardware support License. License period will be counted after activation on both the Appliances Primary & HA Appliance for 5 years.					
(II) Less: Buy Back old Firewall Appliance- make: SOPHOS, Model: XG210 SL. No. C231018YBWYHME3 and C23101M9VQYKJD7	2 nos.				
(III) Grand Total Amount (I –II)					
Grand Total Amount with (in Words) ---.					

HSN Code ....

Bidders are requested to note the following:

1. All the details must be provided as per format.
2. All the rates must be quoted in INR.
3. L1 would be determined on the basis of the Grand Total Amount (III) of the Firewall/UTM Devices for Five (5) years.

4. Conditional commercial bids would be rejected.
5. Bidder has to clearly specifiy the make & model along with datasheet.
6. Bidder has to offer the buyback value.
7. ICSI reserves the right to negotiate with L1 bidder based on L1 rates quoted against each line item by other bidders.
8. The Bidder has to mention the HSN Code of above item(s)

Date: Name and Signature of Bidder with office Seal

Standard terms and condition of Service Level Agreement

This Agreement dated _____ is made by and between <u>M/s -----------------------------------</u>, a company incorporated under the Companies Act 2013, with its registered office located at _____ and with its corporate office located at _____ through Shri _____, duly authorized by the Board resolution dated _____(hereinafter appropriately referred to **as "Supplier"** which term shall include its successors and permitted assigns), of the **One Part**

And

The Institute of Company Secretaries of India, a Statutory body constituted under the Company Secretaries Act, 1980 having its head office at ICSI House, 22, Institutional Area, New Delhi – 110 003 hereinafter referred to as **"ICSI"** which term shall include in its successors and permitted assigns of the **OTHER PART**

WHEREAS:

A. ICSI, a Statutory Body under an Act of Parliament, intends to design, configure and establish the Security Firewall/UTM for its ICSI HQ Lodi Road, Delhi Office. The work includes Designing, Supply, Installation, Configuration and Maintenance of the Firewall/UTM (Firewall other accessories and software) for a period starting from ---------------------- till ----------------------.

B. **Supplier is an authorized distributor and Supplier for firewall Appliance, a unified threat management Appliance (hereinafter referred as Product) of "--------------" (OEM), and Supplier is willing to provide ICSI with the post installation support and warranty services in accordance with the terms and conditions of this Agreement.**

NOW THEREFORE, in consideration of the mutual promises set forth below, and in the attachments hereto which form an integral part of this Agreement, the Parties hereby agree to the following:

1. DEFINITIONS

1.1. **ICSI Equipment** shall mean any and all hardware and software owned, leased or rented by ICSI and which is provided to the Supplier under this Agreement but coexists together with the Equipment with which they operate in tandem or in isolation.

1.2. **ICSI Premises** shall mean the site or sites designated by the ICSI where the Network Equipment (hereinafter referred to as "Equipment") is installed including areas to access the Supplier's installed Equipment.

1.3. **Normal Office Hours** shall mean the working hours on any working day of the Supplier which shall be between 9.00 A.M to 6.00 P.M on Monday through Saturday.

1.4. **Service Activation Date** shall be the date when Supplier installs and commissions Equipment at **ICSI** site.

2. Scope of Agreement

a. Supplier shall ensure the throughput and network response times through UTM Model Proposed. UTM/Firewall configuration, reconfiguration and management at the location would be covered in responsibility of Supplier.

b. Two (2) firewalls are to be supplied and implemented in active - active failover mode. The implementation in all aspects would include installation, configuration, data migration, implementation of policies etc.

3. Penalty Terms & Conditions:-

On site comprehensive warranty on Firewall Appliance (Hardware and Software) including plastic parts starting from _____ till _____.

Five (05) years on site comprehensive warranty of Firewall Appliance (Hardware and Software) including plastic parts with response time of 4 hours call attending support after lodging the complaint has to be provided and failure to do so will attract penalty of Rs.1000/- per hour in case of default after 04 hours. The Firewall Appliance (Hardware and Software) including plastic parts must be repaired or standby to be arranged within 24 hours of lodging the complaint. In case of default, a penalty of Rs.1000/- per day also would be levied. In case standby is provided, the Firewall Appliance (Hardware and Software) including plastic parts must be repaired and installed back within Seven (7) days of lodging the complaint. In case of default, a penalty of Rs.1000/- per day also would be levied.

4. Payment Terms:

Institute's usual payment terms are 30 days upon installation & commissioning of equipment's as detailed above and acceptance of the supplied material. The value of the Security Deposit/Bank Guarantee has to be of the equivalent amount of 10% of the annual contract price.The Bank Guarantee has to be submitted within 10 days of issue of order but before executionof the contract. The Bank Guarantee shall have to remain valid for the entire duration of the Contract plus three 3months (90 days) beyond the completion of contract period. The successful biddershall not be entitled to any claim or receive any interest in the amount of performance guarantee. The EMD of the successful bidder will be refunded after submission of the performance Guarantee/Security Deposit. Supplier/Service provider will be fully responsible for onsite comprehensive maintenance free of charge during the warranty period and in case of default, the Institute will have the right to arrange maintenance at vendor's risk, cost and responsibility.

5. CONSIDERATION :-

In consideration of services being rendered by the Supplier under this Agreement, ICSI shall pay an amount of Rs. _____ Including GST at once during the term of this Agreement against the supply of the License of Two (2) Firewall/UTM devices and Warranty service for the period starting from _____ till _____. After the expiry of the term, the AMC service charges may be decided as per mutual agreement between the parties.

Supplier shall provide service as mentioned below and in accordance with the specifications set forth in this agreement at ICSI designated locations for all the hardware and software pertaining to -------------- **(2 Nos.)** firewall devices.

6. Maintenance Service
Supplier shall provide support services for the Equipment's to provide satisfactory throughput in the network.

Supplier shall ensure to keep the system operating for all working hours on all the working days of ICSI. The Supplier's personnel contacts, telephone numbers, and other procedures of fault reports like call escalation processes, data bases with historical information will be made available by the Supplier to the ICSI within 7 (seven) days of the signing of this Agreement.

Supplier shall do the configuration and implementation of the security policies on UTM/firewalls as desired by ICSI.

Supplier will provide the services to ICSI for the period starting from ---------------- till ----------------- for

hardware fault repair/ replacement, updates and patches/firmware for base software and Warranty 5 years On-site comprehensive warranty with 24x365 remote hardware support and dedicated Technical Account manager. Post installation, 5-years product warranty should reflect in the support web site of the OEM. Five (5) Years of Round the clock support bundle with 24x365 days TAC support, RMA, software updates and subscription update support. The NGFW should be proposed with 5 years subscription licenses for NGFW, NGIPS, Anti-Virus, URL Filtering, ATP (Advanced Threat Protection), Anti Spyware, Anti Botnet, DNS Security and Anti APT., reporting and support, Upgrades and hardware support License. License period will be counted after activation on both the Appliances Primary & HA Appliance for 5 years.

7. Corrective Maintenance

In accordance with the terms of this Agreement, Supplier shall perform corrective maintenance. Supplier shall repair Equipment using the procedures of corrective maintenance as per standard practices:

a.   The faults if any reported to Supplier will be checked immediately and resolved initially through telephonically and in case problem remains unresolved, then technical expert will visit site to resolve and close the problem.

b.   Replacement of any faulty unit on site to be undertaken either through Supplier's service engineers or a third party as determined by the Supplier depending on the location. No additional charge will be paid by ICSI on any account.

8. Service Availability

a. Network up Time:
The Supplier shall ensure smooth functioning of Firewall/UTM box located at ICSI Noida Office 24 x 365 basis.

9. Infrastructure at ICSI premises.

ICSI shall provide at its premises a, 230V, Single Phase, 50 Hz, UPS Power supply point, Air-conditioning, Trained Personal to operate the equipment & get trained, Internet Connectivity & other such technical support, for Suppliers end terminal equipment.

10. Preventive Maintenance:

Supplier has to enable and tune the Firewall System so that ICSI can get alerts through SMS/Emails and make system more secure to handle the anonymous attacks.

11. Spare Parts Support

The failed Equipment shall be replaced within 24 hours through an exchange consisting of returning the failed unit and replacing an equivalent spare in good condition. These faulty units are sent back for repair to the Supplier for test facility.

12. Service Calls

The Supplier will maintain record for necessary action taken till the closing of the call. Monthly MIS of all such faults to the action taken closing date and time will be provided by the Supplier on monthly basis.

13. Configuration Management

Supplier shall be responsible for providing technical support and coordination to integrate all devices supplied by Supplier with existing services or connected devices running at ICSI. If required, Supplier will visit ICSI offices.

Supplier will also advise ICSI on configuration changes and any weaknesses in the router and firewall/UTM configuration along with necessary steps to remove these weaknesses from the system. The Supplier will re-configure the firewalls to remove identified weaknesses with ICSI approval.

14. Documentation

The Supplier will provide the following documentation:

a. Complete Firewall/UTM configuration (to be submitted after initial install and whenever changes occur in the system subject to changes done by the Engineer of the Supplier OR OEM only).

b. Configuration Change Report only for changes done by the Engineer of the Supplier OR OEM.

15. TERM

The term of this Agreement shall be for the period starting from _____ till _____.

16. ICSI RESPONSIBILITIES

To facilitate Supplier's provision of Equipment and Services, **ICSI** agrees to perform the following obligations:

17. Access : ICSI shall grant access at all times to Equipment, related sites, office areas and other facilities to Supplier and its authorized representatives, subject to ICSI's reasonable security restrictions. ICSI shall arrange for permission for access to offices of third parties for purposes of carrying out the work to be performed by Supplier under this Agreement.

ICSI shall give access to Supplier or its authorized representative to sources of electrical power, and any other necessary utilities and facilities, including telephone access to Supplier 's Network Operations Center or to ICSI's offices which may be required in order for Supplier to provide efficient Service.

18. Installation: ICSI's personnel shall co-operate and support Supplier's representatives, as required, for Equipment installation, problem diagnosis and isolation of faults.

19. Additional ICSI Responsibilities:

a) Provide space for indoors equipment and for routers, modems, spare and test Equipment;

b) Provide for all necessary electricity and UPS systems of required rating for each site;

c) Furnish all facilities from ICSI equipment to be interconnected with the Network;

d) Provide access to Supplier personnel during working hours and any subsequent agent to all **ICSI** Premises;

20. Forfeiture of Security Deposit and Invoking of Bank Guarantee.

I. ICSI shall have the right to invoke the Bank Guarantee and to forfeit the security deposit if Service Provider contravene or breach any of the terms and conditions of this Service Level Agreement (SLA) or if the Service Provider withdraws or amends, impairs or derogates from Work Order / Service Level Agreement (SLA) or fails to execute the work as per the Work Order / Service Level Agreement (SLA) or fails to deliver the satisfactory performance during the period of contract.

II. ICSI shall also have the right to invoke the Bank Guarantee and to forfeit the security deposit and to adjust the damage or loss caused to the ICSI due to the negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the Service Provider or its staff / employee / agent / representative.

III. Whenever under Work Order / Service Level Agreement (SLA) order any sum of money is recoverable from and payable by the Service Provider, the ICSI shall have right to recover such sum by appropriating in part or in whole from the security deposit / bank guarantee of the Service Provider. In the event of the security deposit / bank guarantee being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Service Provider or which at any time thereafter may become due to the Service Provider under this or any other agreement with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the Service Provider shall pay the Institute on demand the remaining amount.

21. Compliances of Law:-

"A. Service Provider shall carry out the Services in strict compliance with all relevant laws and regulations applicable within India where the Services are being rendered and in accordance with the conditions of any permit, license or concession relating to any part of the Services, whether held by Service Provider, ICSI or any other concerned party.

B. Service Provider shall indemnify and hold ICSI harmless from and against any liability, penalty, cost or expense suffered or incurred as a result of Service Provider failing to comply with any law, or regulation, or such permit or license relating to any part of the Services."

22. Payment of Taxes:-

Service Provider shall be responsible for and shall pay all taxes, duties, excises, assessments or other charges of any kind or nature whatsoever levied by any government or governmental body on or in connection with the Services including without limitation sales taxes, duties, customs, levies, service tax and any other tax ("taxes") levied on the equipment, supplies and any other item/service supplied by Service Provider. ICSI may withhold from payments due to Service Provider any amounts required with respect to the aforementioned taxes and to remit the same with the relevant authorities, in case of failure on the part of Service Provider.

23. Intellectual Property Rights

Service Provider shall ensure that it holds all necessary patents, license rights and other proprietary rights required in respect of any device or method used by it while conducting the Services. Service Provider shall indemnify and hold ICSI harmless from and against any liability, penalty, cost or expense suffered or incurred as a result of Service Provider failing to comply with this obligation.

24. Indemnity

a. Service Provider shall be solely liable for and shall indemnify ICSI, its officers, servants, employees and agents against all liabilities, losses, claims and expenses of any nature whatsoever arising from any personal injury or illness (including death) of any nature whatsoever and any penalty, loss, damage or destruction to any property whether real or personal where such liability arises out of or in connection with the conduct of the Services whether under common law, under statute or otherwise. The Service Provider further covenants and agrees to indemnify and keep at all times indemnified the ICSI against any loss or damage that the ICSI may sustain directly or

indirectly as a result of the failure or negligence of the Service Provider or its employees to faithfully carry out its obligations under this agreement and further to pay for all loses, damages, costs, charges and expenses which the ICSI may reasonably incur or suffer and to indemnify and keep indemnified the ICSI in all respects.

b. The indemnifying party shall be granted immediate and complete control of any claim of indemnity and the indemnified party shall not prejudice the indemnifying party's defense of the claim.

c.   The indemnified party shall give the indemnifying party all reasonable assistance at the expense of the indemnifying party on such claim of indemnity.

25. FORCE MAJEURE

i.The vendor and ICSI shall not be liable for any failure to perform, any of its obligations under this to tender and Purchase order if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. For the purpose of this Article, Force "Majeure" means any cause, which is beyond the successful bidder control or that of the Institute, as the case may be, which both could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the order, such as:-
   - War / hostilities
   - Riot or civil commotion
   - Earth Quake, Flood, Fire, Tempest, Epidemics, Lightning or other natural physical Disaster, Quarantine restricts and Freight embargoes
   - Restrictions imposed by the Government or other statutory bodies, which is beyond the successful bidder control or of the Institute, which prevent or delay the execution of the order either by the successful bidder or by the Institute.
ii.If a Force Majeure situation arises, the vendor is required to promptly notify ICSI in writing of such condition and the cause thereof within a period of three (3) days from the date of happening of such an event requiring invocation of this force majeure article. Unless otherwise directed by the ICSI in writing, the vendor will continue to perform its obligations under this order as far as is reasonably practical and shall seek all reasonable alternative means for performances of this order.

26. Confidentiality of Information

a.   The vendor acknowledges that all material and information which has and will come into its possession or knowledge in connection with this bidding process or the performance of the work order thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to ICSI will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. The vendor agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to ICSI in divulging the information by the employees of the vendor, the ICSI shall be indemnified. The vendor agrees to maintain the confidentiality of the ICSI's information after the termination of the contract also. The vendor will treat as confidential all data and information about the ICSI /Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

b.   Provided that upon the expiration, cancellation, or termination of this Agreement, each party shall, upon the written request of the other party, return or destroy, to the satisfaction of the other Party, all Confidential Information, documents, manuals and other materials specified by the other Party.

c.   Service provider shall sign Non-Disclosure Agreement with the ICSI for confidentiality of the data and information/records of the ICSI.

27. Genuine Software

Both parties agree that the software that is required to be used for the purposes as envisaged under this Agreement shall be genuine and registered software and not a pirated version of any nature.

28. TERMINATION

Either party may terminate this Agreement by giving a **Three (3)** months' notice in writing to the other party for termination of agreement.

The ICSI without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part by giving **Three (3)** months' notice in writing in case Service Provider fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by Service Provider or by its staff or agent or in case there are more than **Three (3)** penalties on the Service Provider in any month.

Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall continue by the Service Provider during the period of termination notice and the same must be satisfied before this agreement is terminated. The ICSI may also put in place any other agency for carrying out the remaining work and expenditure incurred on same shall be recovered from the Service Provider.

The Service Provider shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have been derived from the performance of this agreement in full, but which he did not derive in consequences of the full performance of this agreement not having been carried out, nor shall he have any claim for compensation / damage for the loss suffered by him by reason of termination of agreement by the ICSI. No claim for interest will be entertained by ICSI with respect to any money or balance, which may be in its hands owing to a dispute between itself and the Service Provider.

29. Right to Blacklisting

ICSI reserves the right to blacklist a party / bidder for a suitable period under the following circumstances:
i. Giving false, misleading or fake information / document in the bid;
ii. Withdrawing the bid after opening of the Financial bids;
iii. Refusal to accept Purchase / Work Order at the quoted prices;
iv. Failure to supply goods of the ordered quantity / quality / specifications at the agreed rates within the time schedule;
v. Adoption of any unethical or illegal practices;
vi. any indiscipline behavior or hooliganism by the bidder or any of its employee(s)
    any other justified reason.
EMD of black-listed Bidder shall be forfeited after giving him an opportunity of being heard. The decision of the ICSI shall be the final and binding.

30. Governing Law

The Agreement shall be interpreted in accordance with and governed by the laws of India.

31. Dispute Resolution:-

Any dispute, difference, controversy or claim ("Dispute") arising between the vendor and ICSI hereinafter jointly to be called "parties" and singularly as "party" out of or in relation to or in connection with the bidding, work order/agreement/contract, or the breach, termination, effect, validity, interpretation or application of this

Tender/bid/ work order/agreement/contract or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorized official of the parties. If, for any reason, such dispute cannot be resolved amicably by the Parties, the same shall be referred to the Sole Arbitrator appointed by mutual consent of the parties. The provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof as in force will be applicable to the arbitration proceedings. The venue of the arbitration shall be at New Delhi. The cost of the Arbitration proceedings shall be shared equally by both the parties. The language of the arbitration and the award shall be English. The decision / award of the arbitrator shall be final and binding on parties to the arbitration proceedings.

The parties are not entitled to approach any court of law without resorting to arbitration approach.

32. Independent Contract & Relationship between the Parties

The relationship of Service Provider to ICSI under this Agreement shall be that of an independent contractor. The acts/performance and actions taken by either party in furtherance of their respective activities of operation shall not bind the other except to the extent provided under this Agreement. The acts performed and action taken by either party that do not fall under the Agreement shall have binding effect on the other to the extent they are reduced to writing and the prior consent of the other party is obtained.

That it is expressly understood & agreed between the parties to this agreement that the personnel(s) employed / hired / engaged (permanent / regular / casual / contractual / temporarily / daily wager or whatever be the status / name) by the Service Provider directly or indirectly for the execution of work as provided under this agreement, shall not be employee / officer of the ICSI for any purpose. None of such person of the Service Provider shall have any right to claim anything against the ICSI.

33. Non-Exclusive Agreement

The agreement between the ICSI and Service Provider is a non-exclusive agreement. The ICSI shall be free to enter into any such agreement with any other service provider during currency or the extended currency of this Agreement.

34. Complete / Entire Agreement:

This Agreement, its Attachments, if any, and the documents specifically referred herein constitute the complete Agreement between the Parties and replace any written or oral Agreement or understanding with respect to the subject matter. Changes, amendments or interpretations of this Agreement shall be valid only if they are in writing and signed by both parties, except that each Party may make a change of domicile or change of the name of the person to whom notifications shall be sent. This notification shall be made through a written document to the other Party to this Agreement.

35. Representations and Warranties

The Parties represent and warrant that they have relevant authority and permission under the applicable laws/ rules/ notifications or by virtue of the order/ instruction/ directive from the relevant authority to enter into this Agreement.

36. Non Waiver:

Failure to exercise by either party of any right under this Agreement in one or more instances shall not constitute a waiver of those rights in another instance. Such waiver by one Party of any of the rights established herein shall not be considered as a waiver of another right established herein. A provision or right under this agreement shall not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by all

the parties.

37. Severability

If any provision of this agreement is held invalid, unenforceable or illegal for any reason, this agreement will remain otherwise in full force apart from that provision(s) which shall be deemed deleted.

38. Assignment & Sub-Letting

Neither party shall assign or sub-let any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other. However, nothing in the foregoing shall be affected in the event of there being a merger, amalgamation or takeover of the business/ management of a party. In such an eventuality all the rights and obligations shall automatically be vested with the entity with which such party has been merged or is taken over.

39. Notices & Notifications:

All notices, notifications, request, consents or other communications required or permitted to be given to either party pursuant to this Agreement shall be in writing and shall be delivered personally or sent by Registered Post with acknowledgement due, Speed post or by courier to the addresses indicated in this Agreement. Any change of Address should be notified to each other.

40. Alteration and Modification

Any alteration or modification or waiver in connection with this agreement will not be effective unless made in writing and signed by both the parties.

41. Headings:

The headings used in this Agreement are for purposes of convenience only and shall not control the language or meaning of the provision following.

42. Precedence:

In the event of any ambiguity or doubt or dispute on the terms and conditions applicable, the order of precedence for the purposes of resolving such ambiguity, doubt or dispute shall be:
(1) This Agreement
(2) The Attachments (if any)
(3) The Purchase / Work Order
(4) The Offer / RFP / Tender

43. Jurisdiction of Courts:
All disputes arising out of or relating to the Agreement shall be deemed to have arisen in Delhi and only courts having jurisdiction over Delhi shall determine the same.

44. Project Contacts:

ICSI designates Directorate of Information Technology and Supplier designates Shri._____ as the responsible person representing them for the Installation and Implementation of Services. These persons shall represent the respective Parties in all aspects of the provision of

Services.

45. ARBITRATION

All disputes arising out of at any time, in connection with construction, meaning operation, effect, interpretation or out of the contract or breach thereof this contract are subject to the jurisdiction of Courts in Delhi. In all matters relating to the contract or disputes arising out of this contract shall be referred to the Sole Arbitrator appointed by mutual consent of the parties . The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof as in force and the decision of the Arbitrator shall be final and binding on the parties.

46. Other Terms & References:

The Competent authority to take final decisions on any issue, which is not resolved between the Concern Officials from both the parties of this Project, shall be the Steering Committee which are constituted by Competent Authority.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate as of the day and month and year first written above.

FOR M/s -------------------------------------.   FOR **Institute of Company Secretaries of India**

AUTHORISED SIGNATORY   AUTHORISED SIGNATORY

NAME: NAME:

DESIGNATION: DESIGNATION:

DATE: DATE:

In presence of   In presence of

1.   1.
2.   2.

Format- Performance Bank Guarantee from a Nationalized Bank FOR PERFORMANCE GUARANTEE

Ref. No.   Bank Guarantee No   Dated

To,
The Secretary
Institute of Company Secretaries of India
ICSI House, C-36, Sector-62, Noida, UP-201309

1.   Against contract *vide*   Advance   Acceptance   of   the   Tender covering "TENDER for ………………………………………………………….." (hereinafter called the said 'contract') entered into between the Institute of Company Secretaries of India, (hereinafter called the Purchaser) and_____(hereinafter called the Vendor) this is to certify that at the request of the Vendor we_____Bank Ltd., are holding in trust in favour of the Purchaser, the amount of Rs ____/- (Rs   only) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Vendor of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions ofthe said contract and/or in the performance thereof has been committed by the Vendor and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and bindingon us and the amount of the said loss or damage shall be paid by us forthwith on demand and withoutdemur to the Purchaser.

2.   We____Bank Ltd, further agree that the guarantee hereincontained shall remain in full force and effect during the period that would be taken for satisfactoryperformance and fulfilment in all respects of the said contract by the Vendor i.e. till _____ hereinafter called the said date and that if any claim accrues or arises against us____Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceableagainst us_____Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, providedthat notice of any such claim has been given to us Bank   Ltd,   by   the Purchaser before the said date. Payment under this letter of guarantee shall be madepromptly upon our receipt of notice to that effect from the Purchaser.

3.   It is fully understood that this guarantee is effective from the date of the said contract and thatwe ____Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.

4.   We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputesraised by the Vendor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

5.   The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Vendor shall have no claim against us for making such payment.

6.   We_____Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Vendor from time to timeor to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Vendor and to forebear or enforce any of the terms and conditions relating to the said contract and we,_____Bank Ltd., shall not be released from our liability under this guarantee byreason of any such variation or extension being granted to the said Vendor or for any forbearanceby the Purchaser to the said Vendor or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

7.   This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor.

WITNESS NO. 1   Authorized Bank Representative

(Signature)   (Signature)
Full name and official   Full name, designation and
Address (in legible letters)   address (in legible letters) with Bank stamp

WITNESS NO. 2

Full name and official   Attorney as per power of (Signature)
Address (in legible letters)   Attorney No.............

Dated……….……….